TRACY CITY COUNCIL REGULAR CITY COUNCIL MEETINGS.

Tuesday, March 5, 2019, 7:00 PM

Council Chambers, 333 Civic Center Plaza, Tracy *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. D.A.R.E. Presentation
2. Certificates of Appointment - Board of Appeals
3. Certificates of Recognition - Measure V Residents' Oversight Committee
4. Employee of the Month

1. CONSENT CALENDAR

1.A. ADOPTION OF FEBRUARY 19, 2019, AND FEBRUARY 19, 2019 CLOSED SESSION MINUTES, FEBRUARY 19, 2019, SPECIAL MEETING MINUTES AND FEBRUARY 19, 2019 REGULAR MEETING MINUTES

1.B. ADOPT THE CITY OF TRACY 2017 WATER MANAGEMENT PLAN FOR 2017-2022

1.C. ACCEPT THE CONSTRUCTION OF THE CITY SIDE ZONE 3 PUMP STATION ON CLEARWELL # 2 AT THE JOHN JONES WATER TREATMENT PLANT CIP 75121, COMPLETED BY PRESTON PIPELINES, INC., OF MILPITAS CALIFORNIA, AUTHORIZE AN APPROPRIATION OF $76,330 FROM WATER TIMP FUND 365, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

1.D. APPROVE A NEW CAPITAL IMPROVEMENT PROJECT FOR THE CONSTRUCTION OF A 20-INCH, CITY-SIDE ZONE 3 WATER LINE ALONG LAMMERS ROAD FROM ELLIS SPECIFIC PLAN AREA TO CONNECT THE EXISTING WATER LINE ON WEST SCHULTE ROAD TO BE CONVERTED TO CITY-SIDE ZONE 3 WITH A NOT TO EXCEED BUDGET OF $2,400,000; AUTHORIZE AN APPROPRIATION OF $2,400,000 FROM TRACY IMPROVEMENT MASTER PLAN (TIMP) WATER FUND (F365) TO THE NEW PROJECT

1.E. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., FOR DESIGN OF TRACY'S WASTEWATER TREATMENT PLANT EXPANSION AND OTHER PLANT IMPROVEMENT PROJECTS (CIPs 74107, 74138, 74139, 74140, 74146) AND AUTHORIZE AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $1,200,000 FROM TIMP WASTEWATER FUND

1.F. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3788, TRACY HILLS VILLAGE 1A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.G. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3889, TRACY HILLS VILLAGE 3A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.H. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3890, TRACY HILLS VILLAGE 4A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.I. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3891, TRACY HILLS VILLAGE 5A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.J. AWARD A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE, INC., OF LIVERMORE, CA. WITH A CONTINGENCY AMOUNT, AND APPROVE A RESOLUTION DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

1.K. WAIVE SECOND READING AND ADOPT ORDINANCE 1266, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN FENCE REGULATIONS AND MINIMUM LOT WIDTH REQUIREMENTS, APPLICATION NUMBER SPA19-0001

1.L. CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, MAY 7, 2019

1.M. APPROVE A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA), THE TRACY FIRE FIGHTERS ASSOCIATION (TFFA), SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA), TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA), GENERAL TEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS), AND THE TRACY MID-MANAGERS BARGAINING UNITS (TMMBU); APPROVE AN AMENDED COMPENSATION AND BENEFIT PLAN FOR CONFIDENTIAL EMPLOYEES UNIT (CEU) AND DEPARTMENT HEADS (DH); ADOPT A BI-WEEKLY PAYROLL SCHEDULE, AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO OF THE CITY MASTER SALARY SCHEDULE

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. PUBLIC HEARING TO CONSIDER CITY'S RECOMMENDATION FOR AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR FISCAL YEAR 2019-2020 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE FUNDING AGREEMENTS FOR THE PROGRAM

3.B. DISCUSS POTENTIAL FUNDING SCENARIOS FOR MEASURE V PROJECTS AND PROVIDE DIRECTION TO STAFF

3.C. RECEIVE UPDATE ON THE TRACY GATEWAY SPECIFIC PLAN PROJECT AND PROVIDE DIRECTION TO STAFF

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

6.A. APPOINT APPLICANTS TO THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 19, 2019, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:00 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Vargas, Mayor Pro Tem Young, and Mayor Rickman present. Council Members Arriola and Ransom absent. Council Member Arriola arrived at 5:00 p.m. (directly after roll call).

3. ITEMS FROM THE AUDIENCE – None.

4. CLOSED SESSION

1). CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

- City Negotiators:
  Midori Lichtwardt, Interim City Manager
  Kimberly Murdaugh, Director of Human Resources
  Karin Schnaider, Finance Director
  Robert Harmon, Senior Accountant
  Thomas Watson, City Attorney

- Employee Organizations:
  General Teamsters Local No. 439, IBT
  Tracy Fire Fighters Association (TFFA)
  Tracy Mid Managers Bargaining Unit (TMMBU)
  Tracy Police Management Association (TPMA)
  Tracy Police Officers' Association (TPOA)
  South County Fire Chief Officers Association (SCFCOA)
  City of Tracy Technical and Support Services Employee Association (TTSSEA)

2). Pending Litigation - Gov. Code 54956(d)(1) – Workers' Compensation

Case Name: Darryl Scott, Fire Engineer

Case No: 1) FR160548 Knee, 2) FR170634 Cancer

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

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

Position Title: City Manager

5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to recess the meeting to closed session at 5:01 p.m. Roll call vote found Council Members Arriola, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Ransom absent.

Council Member Ransom arrived at 5:08 p.m.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:48 p.m.

7. REPORT OF FINAL ACTION – 1) Provided instructions for negotiators in regards to labor negotiations. 2) Provided instruction for negotiators in regards to Settlement Authority

8. ADJOURNMENT – Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adjourn. Roll call found all in favor; passed and so ordered. Time: 5:49 P.M

The agenda was posted at City Hall on February 14, 2019. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

February 19, 2019, 6:00 p.m.

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

1. Mayor Rickman called the meeting to order at 6:00 p.m.

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

3. Items from the Audience – There was no one from the audience wishing to speak.

4. RECEIVE REPORT AND PROVIDE DIRECTION REGARDING THE GENERAL FUND TEN-YEAR FORECAST AND ASSUMPTIONS TO BUILD THE FISCAL YEAR 2020 ANNUAL BUDGET

   Thomas Hedegard, Budget Officer provided the staff report.

   City Council questions and comments followed.

   Robert Tanner commented about the debt service per current obligations, no capital fund investment beyond 2019, and not showing any change for FTE's is unrealistic. Mr. Tanner asked about General Fund revenues categorized as other revenues and the decline from $1.6 million to $14,000.

   Abdul Wahid asked if the property tax is across the board with old versus new houses, what portion of property tax does the City receive, does the City make any profit from franchise tax, and what is the average cost per FTE for current year.

   City Council questions and comments continued.

   It was City Council consensus to continue with status quo budget.

5. Adjournment: Time: 6:56 p.m.

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

The above agenda was posted at the Tracy City Hall on February 14, 2019. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

February 19, 2019, 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 7:02 p.m.

Mayor Rickman led the Pledge of Allegiance.

Chaplain Don Higgins offered the invocation.

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

Interim Police Chief Alex Neicu swore in Police Sergeant Joel Petty, and Officers Alberto Perez, Travis Alexander, Lana Pineo and Antonio D'Onofrio

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

   1.A ADOPTION OF FEBRUARY 5, 2019 CLOSED SESSION AND REGULAR MEETING MINUTES, AND FEBRUARY 8, 2019 CLOSED SESSION MINUTES – **Minutes were adopted**.

   1.B ACCEPT THE CONSTRUCTION OF THE OVERLAY PROJECT, CIP 73140A, FEDERAL PROJECT NUMBER STPL-5192(041), AND TRAFFIC LOOP INSTALLATION, CIP 72099, COMPLETED BY KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA, AUTHORIZE AN APPROPRIATION OF $52,540 FROM GAS TAX FUND 245 TO CIP 73140A, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECTS **– Resolution 2019-019 accepted the overlay project.**

   1.C APPROVE PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE FOLLOWING SPECIAL EVENTS: CITY OF TRACY GIRLS' NIGHT OUT ON MARCH 15, 2019; TRACY CITY CENTER ASSOCIATION TAPS ON TENTH ON APRIL 6, 2019; CITY OF TRACY DOWNTOWN BLOCK PARTIES ON MAY 3, MAY 31, JUNE 14, JULY 12, AND AUGUST 9, 2019; TRACY CHAMBER OF COMMERCE 4TH OF JULY DAY IN THE PARK ON JULY 4, 2019; CITY OF TRACY BLUES, BREWS & BBQ ON SEPTEMBER 7, 2019; TRACY CITY CENTER ASSOCIATION DOWNTOWN TRACY WINE STROLL ON SEPTEMBER 21, 2019; AND CITY OF TRACY GIRLS' NIGHT OUT – WITCHES AND BROOMSTICKS ON

OCTOBER 18, 2019 THE ANNUAL REPORT OF THE PARKS AND COMMUNITY SERVICES COMMISSION – **Resolution 2019-020 approved the permits for consumption of alcoholic beverages on city streets for various events.**

1.D ACCEPT CORRAL HOLLOW ROAD OVERLAY IMPROVEMENTS FOR THE TRACY HILLS PHASE IA PROJECT, CONSTRUCTED BY TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE BONDS – **Resolution 2019-021 accepted the Corral Hollow Road Overlay Improvements.**

1.E DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVE THEIR SALE **– Resolution 2019-022 declared certain vehicles and equipment surplus.**

1.F APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS VILLAGE 2, TRACT 3888, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-023 approved the first amendment to the Subdivision Improvement Agreement for Tracy Hills Village 2, Tracy 3888.**

1.G APPROVE THE PARK IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR TRACY HILLS NEIGHBORHOOD PARK 2, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-024 approved the Park Improvement and Reimbursement Agreement for Tracy Hills Neighborhood Park 2.**

1.H APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS VILLAGE 7A, TRACT 3955, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-025 approved the first Amendment to the Subdivision Improvement Agreement for Tracy Hills Village 7A, Tract 3955.**

1.I AUTHORIZE STAFF TO SUBMIT AN APPLICATION FOR THE FEDERAL GRANT, "INFRASTRUCTURE FOR REBUILDING AMERICA" COMPETITIVE GRANT PROGRAM FOR THE CENTRAL VALLEY GATEWAY PROJECT AND FURTHER AUTHORIZE THE CITY MANAGER TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND AGREEMENTS - **Resolution 2019-026 authorized the application for the Federal Grant "Infrastructure for Rebuilding America" Competitive Grant Program for the Central Valley Gateway Project.**

1.J APPROVE A LEAVE OF ABSENCE FOR TRACY PLANNING COMMISSIONER RAJWINDER KAUR – **Resolution 2019-027 approved the leave of absence.**

Jacy Krogh expressed concerns regarding leave of absence requests by appointed commissioners and requested Council re-evaluate the use of the leave of absence policy for those that serve on the appointed commissions and boards.

City Council comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to approve a leave of absence for Tracy Planning Commissioner Rajwinder Kaur. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Sheri Savage shared her frustration regarding the euthanizing of animals at the Tracy Shelter. Ms. Savage requested a subcommittee of members of the community to decide when an animal should die.

Caroline Grayson shared her concerns about the kennel I.D. number/information not being on the cages at the Tracy Animal Shelter. Ms. Grayson submitted photos to the Clerk.

Dave Helm announced that the FPPC will be investigating his complaint against Mayor Pro Tem Young related to a fireworks stand permit issued to nonprofit organizations through the lottery process. Mr. Helm provided a handout.

Council Member Young responded to Mr. Helm's allegations stating the City Attorney had contacted the FPPC to get a writing as to whether she did anything improper. Council Member Young clarified she ran on "Voice Matters' which is why she fought for the organizations, and looks forward to the FPPC's response.

3. REGULAR AGENDA

Deviation to Item 3.D by Mayor Rickman

3.D REVIEW AND DISCUSS THE PROPOSED CODE OF ETHICS AND CONDUCT AND CHANGES TO THE CURRENT COUNCIL POLICY C-1 AS RECOMMENDED BY THE CITY COUNCIL SUBCOMMITTEE AND APPROVE THE ENABLING RESOLUTION

Thomas Watson, City Attorney provided the staff report.

City Council questions and Comments followed.

Dave Helm shared his concerns regarding limiting the public comments and use of speaker cards.

Robert Tanner suggested that Council members who have received campaign donations of $4,000 or more from developers should not be able to vote on that builder's request before Council, for the first 2 years in office. Mr. Tanner expressed concerns about limiting public comment, and speaker card issues.

Steve Nicolaou stated requiring a speaker card is unconstitutional, and the public comment period should be at the beginning of the meeting. Mr. Nicolaou referred to Article V of the San Joaquin County Board of Supervisors Code of Ethics regarding Code of Ethics violations, and suggested similar language should be added to the City's Code of Ethics.

Martin Evans stated he does not like meetings televised or late at night and suggested have one meeting a month on a Saturday.

Jacy Krogh encouraged Council to think twice about moving the public comment period to the end of the meeting.

Alice English stated speaker cards are a violation of rights, and did not support putting the public comment period at the end of the meeting. Ms. English added residents should know they have a right to go to the FPPC to hold Council accountable. Ms. English suggested a timer for Council Members, and not to censor the public.

Roger Birdsall did not support moving the public comment period to the end of the meeting. Mr. Birdsall referred to the County Code of Ethics Mr. Nicolaou had provided previously and suggested using them as a guide.

City Council made comments regarding various sections of the proposed Code of Ethics.

City Council moved the item to the end of the meeting following item 6.E.

3.A CONTINUED PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN FENCE REGULATIONS AND MINIMUM LOT WIDTH REQUIREMENTS

Scott Claar, Senior Planner provided the staff report

Mayor Rickman opened the public hearing.

Bret Wallach, Director of Operations from Lennar Homes provided an update regarding the fence issue at Ellis.

Mayor Rickman closed the public hearing.

City Council comments and questions continued.

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

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to waive the reading of the full text and introduce **Ordinance 1266** an Ordinance of the City of Tracy approving an amendment to the Ellis Specific Plan fence regulations and minimum lot width requirements, Application Number SPA19-0001. Roll call vote found all in favor; passed and so ordered.

3.B PUBLIC HEARING TO CONSIDER EXTENDING AN URGENCY ORDINANCE TEMPORARILY PROHIBITING OUTDOOR CULTIVATION, COMMERCIAL CULTIVATION AND MANUFACTURING, AND SALES AND DELIVERY OF CANNABIS USES IN THE CITY AND TO ISSUE A REPORT REGARDING MEASURES TAKEN TO ALLEVIATE CONDITIONS LEADING TO ADOPTION OF URGENCY ORDINANCE

Leticia Ramirez, Assistant City Attorney provided the staff report.

Mayor Rickman opened the public hearing.

Conrad Levoitt stated it is a serious issue when a person is smoking cannabis in a neighborhood and should take certain precautions of where they choose to smoke it, not in car, street or side of residence.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

Mayor Rickman announced a four-fifths vote of the City Council is required to extend the urgency ordinance.

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

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to waive the reading of the full text and adopt **Ordinance 1267** an ordinance of the City of Tracy extending urgency ordinance (Ord No. 1265) prohibiting outdoor cultivation, commercial cultivation and manufacturing, and sales and delivery of marijuana (Cannabis). Roll call vote found all in favor; passed and so ordered.

3.C RECEIVE AND FILE THE CITY OF TRACY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2018

Martha Garcia, Finance Manager introduced Amy Meyer, Maze & Associates, Karin Schnaider, Finance Director, and provided the staff report.

No one from the audience wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to approve the City of Tracy's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2018. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – There was no one wishing to speak.

5. STAFF ITEMS – There were no items from staff.

6. COUNCIL ITEMS

6.A DISCUSS AND APPROVE UPCOMING CITY COUNCIL OUT-OF-STATE TRAVEL, INCLUDING TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) ONE VOICE® TRIP; AND TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY (PRE-ONE VOICE)

Karin Schnaider, Finance Director provided the staff report.

No one from the audience wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to approve the attendance of Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman to the San Joaquin Council of Governments One Voice® trip to Washington D.C. May 5 through May 9, 2019, and approve the attendance of Council Members Arriola, Ransom, Vargas, and Mayor Pro Tem Young at the City's lobbying trip to Washington D.C. during the week of April 29 through May 3, 2019. Roll call found all in favor; passed and so ordered.

6.B APPROVE REQUEST FOR OUT-OF-STATE TRAVEL BY COUNCIL MEMBER VARGAS

Karin Schnaider, Finance Director provided the staff report.

No one from the audience wished to speak.

City Council questions and comments followed.

ACTION: Motion made by Mayor Pro Tem Young and seconded by Council Member Arriola to approve the out-of-state travel by Council Member Vargas. Roll call found all in favor; passed and so ordered.

6.C APPOINT APPLICANTS TO THE BOARD OF APPEALS

Adrianne Richardson, City Clerk provided the staff report.

Council Member Ransom announced the subcommittee's recommendation to the Board of Appeals.

No one from the audience wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to appoint Scott Schendel, Dennis Alegre and James Caling to the Board of Appeals for terms commencing on March 1, 2019 and ending on March 1, 2023, and appoint Jerry Yerian and Hossein Ebrahimi for terms commencing on March 1, 2019 and ending March 1, 2022. Roll call vote found all in favor; passed and so ordered.

6.D APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO FILL THE VACATED SEAT OF THE CITY OF TRACY REPRESENTATIVE SERVING ON THE SAN JOAQUIN COUNTY COMMISSION ON AGING

Adrianne Richardson, City Clerk provided the staff report.

No one from the public wished to speak.

ACTION: Motion was made by Mayor Rickman and seconded by Council Member Arriola to appoint Council Member Vargas and Mayor Rickman to interview applicants for the vacated seat of the City of Tracy representative serving on the San Joaquin County Commission on Aging. Roll call vote found all in favor; passed and so ordered.

6.E APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO FILL A VACANCY ON THE TRACY ARTS COMISSION

Adrianne Richardson, City Clerk provided the staff report.

No one from the public wished to speak.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to appoint Council Member Ransom and Council Member Arriola to interview applicants to fill a vacancy on the Tracy Arts Commission. Roll call vote found all in favor; passed and so ordered.

Mayor Rickman called for a recess at 9:32 p.m.

Mayor Rickman reconvened the meeting at 9:42 p.m.

DEVIATION BACK TO ITEM 3.D

3.D Mayor Pro Tem Young and Council Member Vargas (Code of Conduct subcommittee) suggested that Council send their red lines to the City Attorney, and the subcommittee meet to consolidate the comments from the Council and the public and return to Council with a more comprehensive, cleaner and integrated document.

Thomas Watson, City Attorney added Sections 2, 3 and 4 to be incorporated into an ordinance to be encapsulated into the Tracy Municipal Code.

Mayor Pro Tem Young and Council Member Vargas (Code of Conduct

subcommittee) agreed to Council Member Arriola's request that If there are substantive differences where they do not agree with the red lines, make them options to consider.

It was City Council consensus that each Council Member redline the proposed Code of Conduct and send to the City Attorney by March 5, 2019. The subcommittee will meet with the City Attorney to consolidate and bring the document back to City Council at a special meeting on Tuesday, April 2, 2019, at 5:30 p.m. Minutes also to be discussed.

ACTION: Motion was made by Mayor Pro Tem Young and Council Member Vargas to continue the item to April 2, 2019. Roll call vote found all in favor; passed and so ordered.

COUNCIL ITEMS CONTINUED

Council Member Ransom wished everyone a great evening.

Council Member Young announced the following: February is Black History Month, Tracy African American Association (TAAA) has a display in the Library, TAAA has a free scholarship workshop at Tracy High School on February 27 at 3:45 p.m.

Council Member Vargas provided an update on the Valley Link project and announced upcoming community outreach events: February 23, 2019 at Winter Farmers Market on 6th Street from 9:00 to noon, and workshop on February 23, 2019 at Transit Center from noon to 2:00 pm.

Council Member Arriola announced the following: Attended a lunch with the President of Azores. Saturday is Suicide Prevention Walk at West High School from 10:00 a.m. to 2:00 p.m.

Mayor Rickman announced the following: Attended crab feeds and encouraged everyone to attend the crab feed fundraisers. Saturday, February 23, 2019 is the American Legion Law and Order Dinner beginning at 6:00 p.m. Mayor Rickman wished his daughter Allison a happy 16th birthday.

Council Member Young announced happy birthday to Barbara Lill, who will be 80 years old.

Council Member Ransom announced Congressman Josh Harder is having a town hall meeting in Council Chambers - February 22, 2019 at 5:30 p.m.

7. ADJOURNMENT – Time: 10:00 p.m.

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

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

_____
Mayor

ATTEST:

_____
City Clerk

March 5, 2019

AGENDA ITEM 1.B

REQUEST

ADOPT THE CITY OF TRACY 2017 WATER MANAGEMENT PLAN FOR 2017-2022

EXECUTIVE SUMMARY

The City of Tracy (City) contracts with the Bureau of Reclamation (USBR) for a supply of water from the Central Valley Project (CVP). This water is pumped from the Delta Mendota Canal and treated at the City's John Jones Water Treatment Plant. The USBR requires its water service contractors, both agricultural and urban of various sizes and complexities, to prepare and implement a Water Management Plan (Plan), once every five years, as required by the Reclamation Reform Act of 1982 (RRA) and the Central Valley Project Improvement Act of 1992 (CVPIA). The City completed the Plan in a timely manner and submitted to USBR for review and acceptance in 2017. The USBR after its review is now requiring the City's legislative body to adopt the Plan by resolution. This agenda requests City Council adopt the 2017 Water Management Plan.

DISCUSSION

The City contracts with the USBR for 20,000 acre feet of water per year. As a part of the contract, the USBR requires that the City prepare a Water Management Plan every five years which describes how the City has managed its water supplies. The Plan requires input of standard criteria for water management including best management practices and demand management measures.

The City prepared and submitted a draft Plan for 2017 through 2022 to the USBR for review and approval in November 2017. USBR requested additional clarifying information in December 2018 regarding rainfall totals, number of connections, how meters are read, how meters are calibrated with accuracy percentages, a transfer with SSJID and a groundwater listing. The requested information was submitted to the USBR the following day. USBR has now completed their review of the Plan and requires that the City Council adopt the Plan by a resolution before further processing and acceptance of the Plan.

Once the resolution has been submitted to the USBR, the Plan will be posted on the Federal Register for a thirty (30) day public comment period. After the comment period, the USBR will formally accept the Plan. The USBR informed the City that this process may be a while as the Department of the Interior may once again be on shutdown sometime in February. However, the City is in compliance with its contractual agreement to submit the Plan.

STRATEGIC PLAN

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

FISCAL IMPACT

All items related to the Plan involving the purchase of water, operations and maintenance, outreach and education and payment of associated fees to the USBR are a part of the approved enterprise funds 511, 521 and 541 in the budget.

RECOMMENDATION

That Council adopt, by resolution, the City of Tracy 2017 Water Management Plan.

Prepared by: Stephanie Reyna-Hiestand, Management Analyst II

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENT

Attachment A – 2017 City of Tracy Water Management Plan

ATTACHMENT A

CITY OF TRACY
Water Management Plan

Date of First Draft – November 30, 2017
Date of Second Draft - December 17, 2018
Date of Final - TBD

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Chapter 5:	Agriculture Water Inventory Tables and Instructions – Not Applicable	30
Chapter 6:	Urban Water Inventory Tables	37

Attachments

Attachment A: Anticipated Land Use Changes
Attachment B: City of Tracy 2015 Urban Water Management Plan (UWMP) Water Supply Infrastructure Map
Attachment C: United States Bureau of Reclamation (USBR) Resolution for City Manager (CM) authority
Attachment D: City of Tracy 2015 UWMP Shortage Contingency Plan
Attachment E: City of Tracy Municipal Code Chapter 11.28 Water Management
Attachment F: City of Tracy 2015 UWMP Groundwater Management Plan
Attachment G: City of Tracy 2015 UWMP Section 5 Groundwater Banking Plan
Attachment H: City of Tracy 2016 Consumer Confidence Report (CCR)
Attachment I: City of Tracy 2015 UWMP Demand Management Measures (DMMs) and CalWEP BMP 2016 Annual Report
Attachment J: City of Tracy Water Management Plan Section 4 BMP 5 year Budget

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SECTION 1 - DESCRIPTION OF THE CITY

City Name:	City of Tracy
Contact Name:	Stephanie Reyna-Hiestand
Title:	Water Resources Analyst II
Telephone:	209-831-6333
Email:	Stephanie.Hiestand@cityoftracy.org
Web Address:	http://www.cityoftracy.org/?navid=687

A. History

1. Date City Formed: July 20, 1910

Date of First Reclamation Contract: July 22, 1974

Original Size Acres:1.1

Current Year (last complete calendar year) 2016

2. Current size, population, and irrigated acres

	(2016)
Size (acres)	26,880
Population Served (Urban Connections)	24,002
irrigated Acres	n/a

3. Water supplies received in current year

Water Source	AF
Size (acres)	15,361
Population Served (Urban Connections)	24,002
irrigated Acres	n/a
Federal urban water (Tbl 1)	3,341
Federal agricultural water (Tbl 1)	n/a
State water (Tbl 1)	n/a
Other Wholesaler (define) (Tbl 1)	n/a
Local surface water (Tbl 1)	n/a
Upslope drain water (Tbl 1)	n/a
District groundwater (Tbl 2)	648
Banked water (Tbl 1)	n/a
Transferred water (Tbl 1)	n/a
Recycled water (Tbl 3)	n/a
Other (SSJID) (Tbl 1)	11372
Total	15361

4. Annual entitlement under each right and/or contract

	AF	Source	Contract #	Availability Period(s)
Reclamation Urban AF/Y	10,000	USBR	14-06-200-7857	WY2016
Reclamation Agriculture AF/Y	5,000	USBR-BCID	14-06-200-4305A	WY2016
	5,000	USBR-WSID	7-07-20W04BM	WY2016
Other AF/Y SSJID	11,120	SCWSP		WY2016
Other AF/Y BBID	4,500	Pre-1914		WY2016
Other AF/Y Semi-Tropic	10,500	Water Banking		3,500 AF/y for 3 years

5. Anticipated land-use changes. For Ag contractors, also include changes in irrigated acres

Please see Attachment A from Tracy 2015 Urban Water Management Plan (UWMP)

6. Cropping patterns (Agricultural only)

List of current crops (crops with 5% or less of total acreage) can be combined in the 'Other' category

Original Plan (enter date)		Previous Plan (enter date)		Current Plan (enter date)	
Crop Name	**Acres**	**Crop Name**	**Acres**	**Crop Name**	**Acres**
Other (<5%)		Other (<5%)		Other (<5%)	
Total		**Total**		**Total**	

(See Planner, Chapter 3, Addendum D for list of crop names)

7. Major irrigation methods (by acreage) (Agricultural only)

Original Plan (enter date)		Previous Plan (enter date)		Current Plan (enter date)	
Irrigation Method	**Acres**	**Irrigation Method**	**Acres**	**Irrigation Method**	**Acres**
Level basin		Level basin		Level basin	
Furrow		Furrow		Furrow	
Sprinkler		Sprinkler		Sprinkler	
Low-volume		Low-volume		Low-volume	
Multiple		Multiple		Multiple	
Other		Other		Other	
Total		**Total**		**Total**	

B. Location and Facilities

See Attachment B for maps containing the following: incoming flow locations, turnouts (internal flow), and outflow (spill) points, conveyance system, storage facilities, operational loss recovery system, district wells and lift pumps, water quality monitoring locations, and groundwater facilities.

1. Incoming flow locations and measurement methods

Location Name	Physical Location	Type of Measurement Device	Accuracy
Delta Mendota Canal	John Jones WTP	Magnetic Type Measure Dev.	99% (+/-1%)
SSJID	Linne Rd	Magnetic Type Measure Dev.	99% (+/-1%)

2. Current year Agricultural Conveyance System

Miles Unlined - Canal	Miles Lined - Canal	Miles Piped	Miles - Other

3. Current year Urban Distribution System

Miles AC Pipe	Miles Steel Pipe	Miles Cast Iron Pipe	Miles - Other
60	70	300	12

4. Storage facilities (tanks, reservoirs, regulating reservoirs)

Name	Type	Capacity (MGD)	Distribution or Spill
JJWTP	Reservoir	4.66	Distribution
Northeast Industrial	Tank	2.4	Distribution
Linne Rd	Tank	7.1	Distribution

5. Description of the agricultural spill recovery system and outflow points

N/A

6. Agricultural delivery system operation (check all that apply)

Scheduled	Rotation	Other (Describe)

7. Restrictions on water source(s)

Source	Restriction	Cause of Restriction	Effect on Operations
Water Banking	Annual over 3 years	Drought and Contract	Little to none

8. Proposed changes or additions to facilities and operations for the next 5 years

Late 2018, the City of Tracy is intending to incorporate Recycled Water into its system for irrigation of fields, right of ways and other areas within the City.

C. Topography and Soils

1. Topography of the district and its impact on water operations and management

The natural slope of the land is from south to north with ground surface elevations ranging from about 210 feet Above sea level at the southern boundary to 9 feet at the northerly boundary.

2. District soil association map (Agricultural only) - See Attachment A, District Soils Map

N/A

3. Agricultural limitations resulting from soil problems (Agricultural only)

Soil Problem	Estimated Acres	Effect on Water Operations and Management
Salinity		
High-water table		
High or low infiltration rates		
Other (define)		

D. Climate

1. General climate of the district service area –

Spring, summer, and fall are generally hot in Tracy, with temperatures often reaching over 100 degrees Fahrenheit (°F) on summer days. Tracy's winters are usually mild, although the dense "Tule fog" can last for weeks. As shown in the table below, rainfall in the area averages 9.86 inches per year and is generally confined to the wet season from late October to early May. The average reference evapotranspiration (ETo) for the region is 57.0 inches per year.

Month	Average Temperature (a) Min (°F)	Max (°F)	Standard Average ETo (b) (inches)	WY 2016/17 Rainfall (a) (inches)
January	36.7	54.1	1.6	6.6
February	40	61	2.2	5.3
March	42.6	66.7	3.7	1.5
April	45.5	73.1	5.1	1.8
May	50.4	80.7	6.8	0.0
June	55.2	88	7.8	0.0
July	57.1	93.6	8.7	0.0
August	55.7	92.1	7.8	0.0
September	53.9	87.9	5.7	0.0
October	48.7	78.5	4.0	2.9
November	42.1	64.9	2.1	0.8
December	36.6	54.7	1.6	1.9
Annual	**47.0**	**74.6**	**57.0**	**20.8**

Weather station iD: 048999

Data period: **Year 10/01/16 to Year 09/30/2017**

ET Station iD: Tracy #167

Average annual frost-free days: 297 (90% @ 28.5◦ F)

Frost Free Days - According to National Oceanic and Atmospheric Administration (NOAA), frost free days are days with temperatures greater than 28 degrees Fahrenheit.

2. Impact of microclimates on water management within the service area

Since the average annual ETo is approximately 47 inches more than the average annual precipitation, and because more than 85% of the annual precipitation occurs between the months of November and April, growing turf or other plantings in this region requires a significant amount of irrigation during the dry season. This irrigation demand contributes to the overall and observed seasonal variation in water demand throughout the City's service area.

E. Natural and Cultural Resources

1. Natural resource areas within the service area

Name	Estimated Acres	Description
None		

2. Description of district management of these resources in the past or present

N/A

3. Recreational and/or cultural resources areas within the service area

Name	Estimated Acres	Description
None		

F. Operating Rules and Regulations

1. Operating rules and regulations

See Attachment C, City Rules and Regulations (water related) in Resolution 2012-095 authorizing the City Manager to execute agreements as they relate to the USBR and water supply.

2. Water allocation policy (Agricultural only)

N/A

3. Official and actual lead times necessary for water orders and shut-off (Agricultural only)

N/A

4. Policies regarding return flows (surface and subsurface drainage from farms) and outflow (Agricultural only)

N/A

5. Policies on water transfers by the district and its customers

When the City has surplus Bureau allocation from the Delta Mendota Canal, it is transferred to other Central Valley Project contractors if there is a need for the water.

G. Water Measurement, Pricing, and Billing

1. Agricultural Customers

Refer to BMP A.1. Information on water measurement for agricultural contractors is completed under BMP A.1 on page 4-15.

2. Urban Customers

a. Total number of connections	23994
b. Total number of metered connections	23994
c. Total number of connections not billed by quantity	273
d. Percentage of water that was measured at delivery point	100%
e. Percentage of delivered water that was billed by quantity	87%

f. Measurement device table

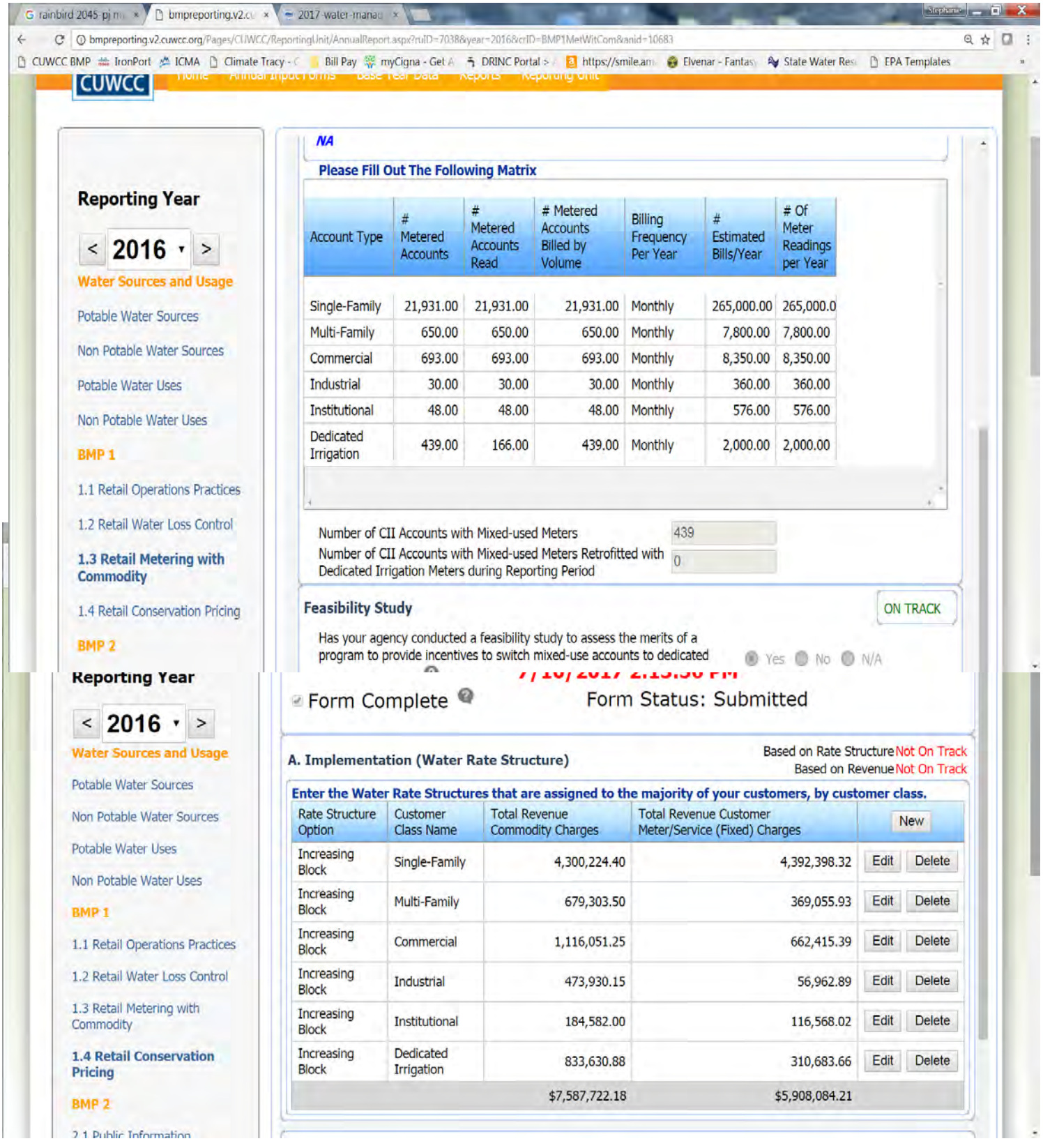
Meter Size and Type	Number	Accuracy* (+/- percentage)	Reading Frequency (Days)	Calibration Frequency (Months)	Maintenance Frequency (Months)
5/8" - 3/4"	11024	n/a	30	-0-	as needed - replace
1"	12260	n/a	30	-0-	as needed - replace
1-1/2"	132	n/a	30	-0-	as needed - replace
2"	441	n/a	30	-0-	as needed - replace
3"	57	98	30	24	12
4"	42	100	30	24	12
6"	26	95	30	24	6
8"	9	100	30	12	6
10"	3	60	30	12	6
Compound					
Turbo					
Other (define)					
Total					

* Documentation verifying the accuracy of measurement devices must be submitted with Plan and included as Attachment C.

3. Agricultural and Urban Rates

a. Current year urban water charges - including rate structures and billing frequency

See following page.


CUWCC
Reporting Year
2016
Water Sources and Usage
Potable Water Sources
Non Potable Water Sources
Potable Water Uses
Non Potable Water Uses
BMP 1
1.1 Retail Operations Practices
1.2 Retail Water Loss Control
1.3 Retail Metering with Commodity
1.4 Retail Conservation Pricing
BMP 2
NA
Please Fill Out The Following Matrix
Account Type | # Metered Accounts | # Metered Accounts Read | # Metered Accounts Billed by Volume | Billing Frequency Per Year | # Estimated Bills/Year | # Of Meter Readings per Year
Single-Family 21,931.00 21,931.00 21,931.00 Monthly 265,000.00 265,000.0
Multi-Family 650.00 650.00 650.00 Monthly 7,800.00 7,800.00
Commercial 693.00 693.00 693.00 Monthly 8,350.00 8,350.00
Industrial 30.00 30.00 30.00 Monthly 360.00 360.00
Institutional 48.00 48.00 48.00 Monthly 576.00 576.00
Dedicated Irrigation 439.00 166.00 439.00 Monthly 2,000.00 2,000.00
Number of CII Accounts with Mixed-used Meters 439
Number of CII Accounts with Mixed-used Meters Retrofitted with Dedicated Irrigation Meters during Reporting Period 0
Feasibility Study
ON TRACK
Has your agency conducted a feasibility study to assess the merits of a program to provide incentives to switch mixed-use accounts to dedicated
Yes No N/A
Form Complete
Form Status: Submitted
A. Implementation (Water Rate Structure)
Based on Rate Structure Not On Track
Based on Revenue Not On Track
Enter the Water Rate Structures that are assigned to the majority of your customers, by customer class.
Rate Structure Option | Customer Class Name | Total Revenue Commodity Charges | Total Revenue Customer Meter/Service (Fixed) Charges | New
Increasing Block Single-Family 4,300,224.40 4,392,398.32 Edit Delete
Increasing Block Multi-Family 679,303.50 369,055.93 Edit Delete
Increasing Block Commercial 1,116,051.25 662,415.39 Edit Delete
Increasing Block Industrial 473,930.15 56,962.89 Edit Delete
Increasing Block Institutional 184,582.00 116,568.02 Edit Delete
Increasing Block Dedicated Irrigation 833,630.88 310,683.66 Edit Delete
$7,587,722.18 $5,908,084.21

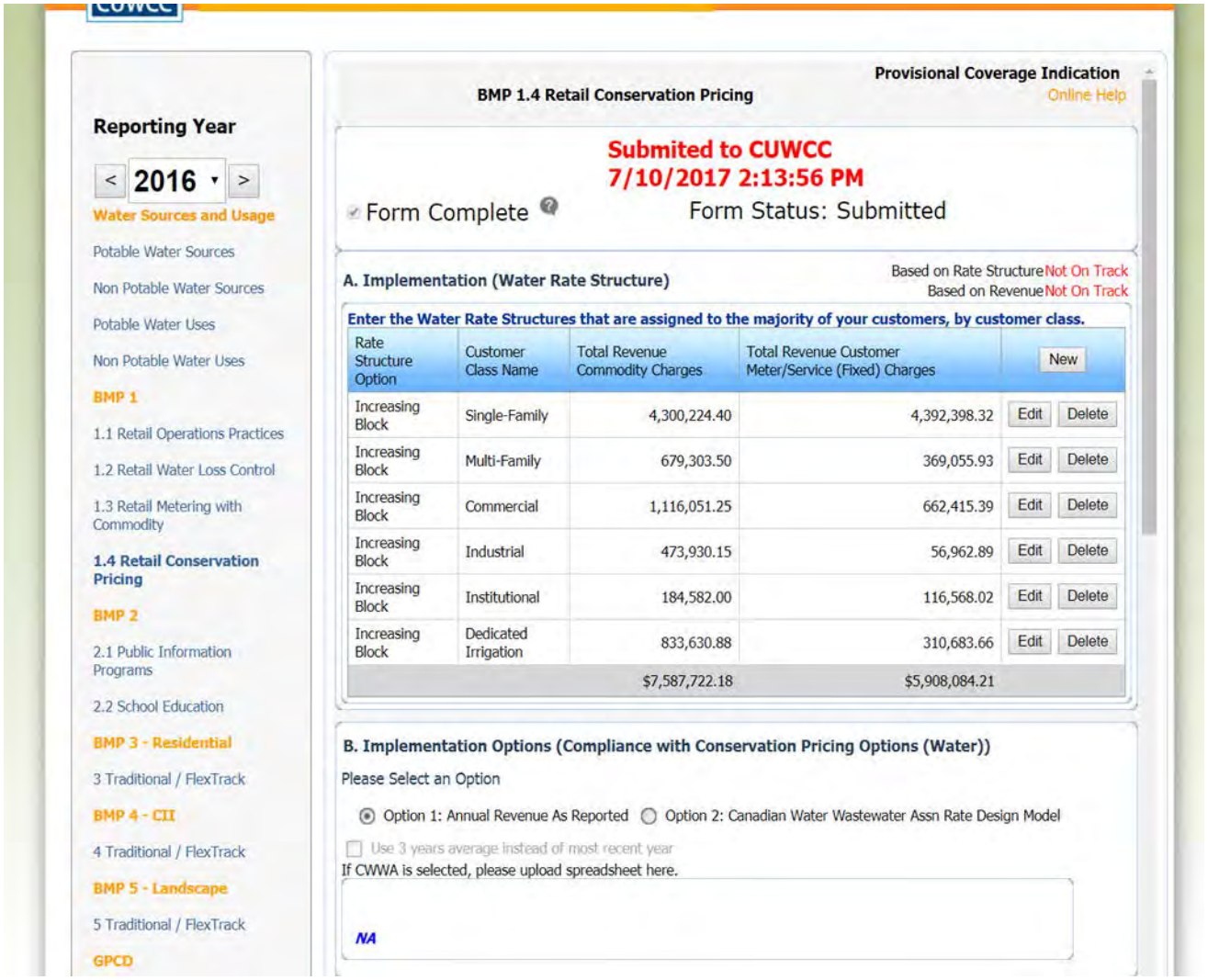
b. Annual charges collected from agricultural customers

Fixed Charges			
Charges ($ by unit)	**Charge Units ($/AF, etc.)**	**Units Billed During Year (AF, etc.)**	**Total $ Collected ($ Times Units)**

Please refer to the guidebook for information when completing the table.

Volumetric Charges			
Charges ($ by unit)	**Charge Units ($/AF, etc.)**	**Units Billed During Year (AF, etc.)**	**Total $ Collected ($ Times Units)**
SEE BELOW			

Please refer to the guidebook for information when completing the table



c. Describe the contractor's record management system

The City utilizes Tyler Munis and Sensis to track the monthly read data and Harris Northstar for billing data. Electronic spreadsheets and hard copy meter asset tracking is also utilized for meter replacement scheduling and tracking.

H. Water Shortage Allocation Policies

1. Current year water shortage policies or shortage response plan - specifying how reduced water supplies are allocated

See Attachment D, Water Shortage Contingency Plan from the Tracy 2015 UWMP

2. Current year policies that address wasteful use of water and enforcement methods

See Attachment E, Tracy Municipal Code Chapter 11.28 Water Management

I. Evaluate Policies of Regulatory Agencies Affecting the Contractor and Identify Policies that Inhibit Good Water Management

Discuss possible modifications to policies and solutions for improved water management

Possible modifications for improved water management would be to have year round conservation for outdoor landscaping such as 3 day a week watering. Also, eliminating mixed use metering.

SECTION 2 - INVENTORY OF WATER RESOURCES

A. Surface Water Supply

1. Surface water supplies in acre feet, imported and originating within the service area, by month (Table 1)

   See Chapter 6, Water Inventory Tables, Table 1

2. Amount of water delivered to the district by each of the district sources for the last 10 years

   See Chapter 6, Water Inventory Tables, Table 1

B. Groundwater Supply

1. Groundwater extracted by the district and delivered, by month (Table 2)

   See Chapter 6, Water Inventory Tables, Table 2

2. Groundwater basin(s) that underlies the service area

Name	Size (Square Miles)	Usable Capacity (AF)	Safe Yield (AF/Y)
Tracy Subbasin	539	28,000	9,000

3. Map of district-operated wells and managed groundwater recharge areas

   See Attachment B , for City Map of Groundwater Facilities

4. Description of conjunctive use of surface and groundwater

   Conjunctive use, or any combination thereof. Though the City anticipates that its future groundwater management activities will include in lieu groundwater recharge and operation of its ASR program (see U W M P Section 5.4), the exact quantity of water demanded by such actions is unknown at this time, nor are such actions expected to increase the City's water demand. The City will continue to conjunctively manage its water resources by using groundwater for peaking purposes during the summer months. Such conjunctive management activities are not expected to impact the City's water demand.

5. Groundwater Management Plan

   See Attachment F, City of Tracy 2015 UWMP Groundwater Management Plan

6. Groundwater Banking Plan

   See Attachment G, City of Tracy 2015 UWMP Groundwater Banking Plan

C. Other Water Supplies

1. "Other" water used as part of the water supply – Describe supply

See Chapter 6, Water Inventory Tables, Table 1

Imported Surface Water Supply from South San Joaquin Irrigation District (SSJID) through the Nick Degroot Station.

D. Source Water Quality Monitoring Practices

1. Potable water quality (Urban only)

See Attachment H – City 2016 Consumer Confidence Report

2. Agricultural water quality concerns: [ ] Yes [ ] No

N/A

3. Description of the agricultural water quality testing program and the role of each participant, including the district, in the program

N/A

4. Current water quality monitoring programs for surface water by source (Agricultural only)

Analyses Performed	Frequency	Concentration Range	Average

Current water quality monitoring programs for groundwater by source (Agricultural only)

Analyses Performed	Frequency	Concentration Range	Average

E. Water Uses Within the District

1. Agricultural

N/A

2. Types of irrigation systems used for each crop in current year

Crop Name	Total Acres	Level Basin - Acres	Furrow - Acres	Sprinkler - Acres	Low Volume - Acres	Multiple Methods - Acres	Acres
Total							

3. Urban use by customer type in current year

Customer Type	Number of Connections	AF
Single-family	21931	8705.703897
Multi-family	650	1008.279
Commercial	693	1566.0483
industrial	30	798.7577
institutional	48	262.86053
Landscape irrigation	439	1594.7102
Wholesale		
Recycled		
Other (specify)		
Other (specify)		
Other (specify)		
Unaccounted for		15.857
Total		

4. Urban Wastewater Collection/Treatment Systems serving the service area

Treatment Plant	Treatment Level (1, 2, 3)	AF	Disposal to/Uses
Tracy Waste Water Treatment Plant	3	10,239.47	Middle River
	Total	10,239.47	
Total discharged to ocean and/or saline sink			

5. Groundwater recharge in current year (Table 6) NONE

Recharge Area	Method of Recharge	AF	Method of Retrieval
	Total		

6a. Transfers and exchanges **into** the service area in current year – (Table 1) NONE

From Whom	To Whom	AF	Use
	Total		

6b. Transfers and exchanges **out** of the service area in current year – (Table 6) NONE

From Whom	To Whom	AF	Use
	Total		

7. Wheeling, or other transactions in and out of the district boundaries – (Table 6) NONE

From Whom	To Whom	AF	Use
	Total		

8. Other uses of water NONE

Other Uses	AF

F. Outflow from the District (Agricultural only)

N/A

1. Surface and subsurface drain/outflow

Outflow Point	Location Description	AF	Type of Measurement	Accuracy (%)	% of Outflow	Acres Drained

Outflow Point	Where the Outflow Goes (Drain, River, or Other Location	Type Reuse

2. Description of the Outflow (surface and subsurface) water quality testing program and the role of each participant in the program

N/A

3. Outflow (surface drainage & spill) Quality Testing Program

Analyses Performed	Frequency	Concentration Range	Average	Reuse Limitation

Outflow (subsurface drainage) Quality Testing Program

Analyses Performed	Frequency	Concentration Range	Average	Reuse Limitation

4. Provide a brief discussion of the District's involvement in Central Valley Regional Water Quality Control Board programs or requirements for remediating or monitoring any contaminants that would significantly degrade water quality in the receiving surface waters.

Districts included in the drainage problem area, as identified in "A Management Plan for Agricultural Subsurface Drainage and Related Problems on the Westside San Joaquin Valley (September 1990)," should also complete Water Inventory Table 7 and Addendum C (include in plan as Attachment J)

G. Water Accounting (Inventory)

Go To Chapter 5 for Agricultural Water Inventory Tables and Instructions.

Go To Chapter 6 for Urban Water Inventory Tables and Instructions.

SECTION 3 - BEST MANAGEMENT PRACTICES (BMPs) FOR AGRICULTURAL CONTRACTORS

A. Critical Agricultural BMPs

1. Measure the volume of water delivered by the district to each turnout with devices that are operated and maintained to a reasonable degree of accuracy, under most conditions, to +/- 6%

a. Number of delivery points (turnouts and connections) _____

b. Number of delivery points serving more than one farm _____

c. Number of measured delivery points (meters and measurement devices) _____

d. Percentage of water delivered to the contractor that was measured at a delivery point _____

e. Total number of delivery points not billed by quantity _____

f. Delivery point measurement device table _____

Measurement Type	Number	Accuracy* (+/-%)	Reading Frequency (Days)	Calibration Frequency (Months)	Maintenance Frequency (Months)
Orifices					
Propeller meter					
Weirs					
Flumes					
Venturi					
Metered gates					
Acoustic doppler					
Other (define)					
Total					

* Documentation verifying the accuracy of measurement devices must be submitted with Plan and included in Attachment C.

2. Designate a water conservation coordinator to develop and implement the Plan and develop progress reports

Name _____ Title _____

Address _____

Telephone _____ Email _____

Provide the job description and minimum qualifications

3. Provide or support the availability of water management services to water users

a. See Attachment H, Notices of District Education Programs and Services Available to Customers.

1. On farm irrigation and drainage system evaluations using a mobile lab type assessment

	Total in District	# Surveyed Last Year	# Surveyed in Current Year	# Projected for Next Year	# Projected 2nd Year in Future
irrigated Acres					
Number of Farms					

2. Timely field and crop-specific water delivery information to the water user

b. Real-time and normal irrigation scheduling and crop ET information

c. Surface, ground, and drainage water quantity and quality data provided to water users

d. Agricultural water management educational programs and materials for farmers, staff, and the public

Program	Co-Funders (If Any)	Yearly Targets

See Attachment H for samples of provided materials and notices

e. Other

4. Pricing structure - based at least in part on quantity delivered

Adopt a water pricing structure based on the measured quantity delivered

5. Evaluate and improve efficiencies of district pumps

Describe the program to evaluate and improve the efficiencies of the contractor's pumps

	Total in Districts	# Surveyed Last Year	# Surveyed in Current Year	# Projected for Next Year
Wells				
Lift Pumps				

B. Exemptible BMPs for Agricultural Contractors

(See Planner, Chapter 2, Addendum B for examples of exemptible conditions)

1. Facilitate alternative land use

Drainage Characteristic	Acreage	Potential Alternate Uses
Drainage Characteristic		
High water table (<5 feet)		
Poor drainage		
Groundwater Selenium concentration > 50 ppb		
Poor productivity		

Describe how the contractor encourages customers to participate in these programs

2. Facilitate use of available recycled urban wastewater

Sources of Recycled Urban Waste Water	AF/Y Available	AF/Y Currently Used in District

3. Facilitate the financing of capital improvements for on-farm irrigation systems

Program	Description

4. Incentive pricing

Describe incentive rate structure or other programs and purpose

5a. Line or pipe ditches and canals

Canal/Lateral (Reach)	Types of Improvement	Number of Miles in Reach	Estimated Seepage (AF/Y)	Accomplished/ Planned Date

5b. Construct/line regulatory reservoirs

Reservoir Name	Location	Describe Improved Operational Flexibility and AF Savings

6. Increase flexibility in water ordering by, and delivery to, water users

See Attachment I, contractor 'agricultural water order' form

7. Construct and operate district spill and tailwater recovery systems

Distribution System Lateral	Annual Spill (AF/Y)	Quantity Recovered and Reused (AF/Y)
Total		

Drainage System Lateral	Annual Drainage Outflow (AF/Y)	Quantity Recovered and Reused (AF/Y)
Total		

Describe facilities that resulted in reduced spill and tailwater

8. Plan to measure outflow

Total # of outflow (surface) locations/points _____

Total # of outflow (subsurface) locations/points _____

Total # of measured outflow points _____

Percentage of total outflow (volume) measured during report year _____

Identify locations, prioritize, determine best measurement method/cost, submit funding proposal

Location & Priority	Estimated Cost (in $1,000s)				
	Year 1	Year 2	Year 3	Year 4	Year 5

9. Optimize conjunctive use of surface and groundwater

Describe the potential for increasing conjunctive use of surface and groundwater

10. Automate distribution and/or drainage system structures

Identify locations where automation would increase delivery flexibility and reduce spill and losses. Describe program to achieve these benefits and estimate the annual water savings

11. Facilitate or promote water customer pump testing and evaluation

See Attachment H, Notices of District Education Programs and Services Available to Customers

12. Mapping

GIS Maps	Estimated Cost (in $1,000s)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Layer 1 – Distribution system					
Layer 2 – Drainage system					
Suggested layers:					
Layer 3 – Groundwater information					
Layer 4 – Soils map					
Layer 5 – Natural & cultural resources					
Layer 6 – Problem areas					

C. Provide a 5-Year Budget for Implementing BMPs

1. Amount actually spent during current year

Year 2018 or Year 1 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
A 1	Measurement	$0	0
A2	Conservation staff	$0	0
A3	On-farm evaluation/water delivery info irrigation Scheduling Water quality Agricultural Education Program	$0 $0 $0 $0	0 0 0 0
A4	Quantity pricing	$0	0
A5	Contractor's pumps	$0	0
B1	Alternative land use	$0	0
B2	Urban recycled water use	$0	0
B3	Financing of on-farm improvements	$0	0
B4	Incentive pricing	$0	0
B5	Line or pipe canals/install reservoirs	$0	0
B6	Increase delivery flexibility	$0	0
B7	District spill/tailwater recovery systems	$0	0
B8	Measure outflow	$0	0
B9	Optimize conjunctive use	$0	0
B10	Automate canal structures	$0	0
B11	Customer pump testing	$0	0
B12	Mapping	$0	0
	Total	**$0**	**0**

2. Projected budget summary for the next year

Year 2019 or Year 2 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
A 1	Measurement	$0	0
A2	Conservation staff	$0	0
A3	On-farm evaluation/water delivery info irrigation Scheduling Water quality Agricultural Education Program	$0 $0 $0 $0	0 0 0 0
A4	Quantity pricing	$0	0
A5	Contractor's pumps	$0	0
B1	Alternative land use	$0	0
B2	Urban recycled water use	$0	0
B3	Financing of on-farm improvements	$0	0
B4	Incentive pricing	$0	0
B5	Line or pipe canals/install reservoirs	$0	0
B6	Increase delivery flexibility	$0	0
B7	District spill/tailwater recovery systems	$0	0
B8	Measure outflow	$0	0
B9	Optimize conjunctive use	$0	0
B10	Automate canal structures	$0	0
B11	Customer pump testing	$0	0
B12	Mapping	$0	0
	Total	**$0**	**0**

3. Projected budget summary for the 3rd year

Year 2020 or Year 3 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
A 1	Measurement	$0	0
A2	Conservation staff	$0	0
A3	On-farm evaluation/water delivery info irrigation Scheduling Water quality Agricultural Education Program	$0 $0 $0 $0	0 0 0 0
A4	Quantity pricing	$0	0
A5	Contractor's pumps	$0	0
B1	Alternative land use	$0	0
B2	Urban recycled water use	$0	0
B3	Financing of on-farm improvements	$0	0
B4	Incentive pricing	$0	0
B5	Line or pipe canals/install reservoirs	$0	0
B6	Increase delivery flexibility	$0	0
B7	District spill/tailwater recovery systems	$0	0
B8	Measure outflow	$0	0
B9	Optimize conjunctive use	$0	0
B10	Automate canal structures	$0	0
B11	Customer pump testing	$0	0
B12	Mapping	$0	0
	Total	**$0**	**0**

4. Projected budget summary for the 4th year

Year 2021 or Year 4 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
A 1	Measurement	$0	0
A2	Conservation staff	$0	0
A3	On-farm evaluation/water delivery info irrigation Scheduling Water quality Agricultural Education Program	$0 $0 $0 $0	0 0 0 0
A4	Quantity pricing	$0	0
A5	Contractor's pumps	$0	0
B1	Alternative land use	$0	0
B2	Urban recycled water use	$0	0
B3	Financing of on-farm improvements	$0	0
B4	Incentive pricing	$0	0
B5	Line or pipe canals/install reservoirs	$0	0
B6	Increase delivery flexibility	$0	0
B7	District spill/tailwater recovery systems	$0	0
B8	Measure outflow	$0	0
B9	Optimize conjunctive use	$0	0
B10	Automate canal structures	$0	0
B11	Customer pump testing	$0	0
B12	Mapping	$0	0
	Total	**$0**	**0**

5. Projected budget summary for the 5th year

Year 2022 or Year 5 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
A 1	Measurement	$0	0
A2	Conservation staff	$0	0
A3	On-farm evaluation/water delivery info irrigation Scheduling Water quality Agricultural Education Program	$0 $0 $0 $0	0 0 0 0
A4	Quantity pricing	$0	0
A5	Contractor's pumps	$0	0
B1	Alternative land use	$0	0
B2	Urban recycled water use	$0	0
B3	Financing of on-farm improvements	$0	0
B4	Incentive pricing	$0	0
B5	Line or pipe canals/install reservoirs	$0	0
B6	Increase delivery flexibility	$0	0
B7	District spill/tailwater recovery systems	$0	0
B8	Measure outflow	$0	0
B9	Optimize conjunctive use	$0	0
B10	Automate canal structures	$0	0
B11	Customer pump testing	$0	0
B12	Mapping	$0	0
	Total	**$0**	**0**

SECTION 4 - BEST MANAGEMENT PRACTICES FOR URBAN CONTRACTORS

A. Urban BMPs

Please see Attachment I – City of Tracy 2015 UWMP DMMs for the following information.

Foundational BMPs

1. Operations Programs

    1.1. Operations Practices

        A.1) Conservation Coordinator

        A.2) Water waste prevention

        A.3) Wholesale agency assistance programs

    1.2. Water Loss Control

1.3. Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections

1.4. Retail Conservation Pricing

2. Education Programs

    2.1. Public Information Programs

    2.2. School Education Programs

Programmatic BMPs

3. Residential

    A.1) Residential assistance program

    A.2) Landscape water survey

    A.3) High-efficiency clothes washers (HECWs)

    A.4) WaterSense Specification (WSS) toilets

    A.5) WaterSense Specifications for residential development

4. Commercial, Industrial, and Institutional (CII)

5. Landscape

B. Provide a 5-Year Budget for Expenditures and Staff Effort for BMPs

Please see ATTACHMENT J – City of Tracy 5 Year Budget for the following.

1. Amount actually spent during current year

Year 2016 or Year 1 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$	
	1.2 Water Loss Control	$0	0
	1.3 Metering	$0	0
	1.4 Retail Conservation Pricing	$2	0
2	Education Programs		
	2.1 Public information Programs	$0	0
	2.2 School Education Programs	$0	0
3	Residential	$0	0
4	Cii	$0	0
5	Landscape	$0	0
	Total	**$0**	**0**

2. Projected budget summary for 2nd year

Year 2017 or Year 2 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$0	0
	1.2 Water Loss Control	$0	0
	1.3 Metering	$0	0
	1.4 Retail Conservation Pricing	$0	0
2	Education Programs		
	2.1 Public information Programs	$0	0
	2.2 School Education Programs	$0	0
3	Residential	$0	0
4	Cii	$0	0
5	Landscape	$0	0
	Total	**$0**	**0**

3. Projected budget summary for 3rd year

Year 2018 or Year 3 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$0	0
	1.2 Water Loss Control	$0	0
	1.3 Metering	$0	0
	1.4 Retail Conservation Pricing	$0	0
2	Education Programs		
	2.1 Public information Programs	$0	0
	2.2 School Education Programs	$0	0
3	Residential	$0	0
4	Cii	$0	0
5	Landscape	$0	0
	Total	**$0**	**0**

4. Projected budget summary for 4th year

Year 2019 or Year 4 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$0	0
	1.2 Water Loss Control	$0	0
	1.3 Metering	$0	0
	1.4 Retail Conservation Pricing	$0	0
2	Education Programs		
	2.1 Public information Programs	$0	0
	2.2 School Education Programs	$0	0
3	Residential	$0	0
4	Cii	$0	0
5	Landscape	$0	0
	Total	**$0**	**0**

5. Projected budget summary for 5th year

Year 2020 or Year 5 BMP #	BMP Name	Budgeted Expenditure (not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$0	0
	1.2 Water Loss Control	$0	0
	1.3 Metering	$0	0
	1.4 Retail Conservation Pricing	$0	0
2	Education Programs		
	2.1 Public information Programs	$0	0
	2.2 School Education Programs	$0	0
3	Residential	$0	0
4	Cii	$0	0
5	Landscape	$0	0
	Total	**$0**	**0**

CHAPTER 5 - AGRICULTURE WATER INVENTORY TABLES AND INSTRUCTIONS (as Requested in Criteria Section II.G)

The Agricultural Water Inventory should be entered on the MS Excel tables located at *https://www.usbr.gov/mp/watershare/documents/Water_mgmt/index.html*. Enter data in the white cells on the spreadsheets. Shaded cells are locked and cannot be changed.

Start by entering the data year (either the last complete calendar year or the last complete water year) in cell D1.

Table 1. Surface Water Supply (requested in Criteria Section ii.A. and ii.C.)

The numbers in this table should be the best information available on how much surface water actually entered the district distribution system. Make sure all the incoming surface water flows are represented. If necessary, define each water source with a descriptive title (e.g. San Joaquin River, DMC). Water transferred in, water returned from groundwater banks outside the district and small miscellaneous flows may be lumped together in the "Other" column and should also be defined. This table should not include urban recycled water or agricultural return water pumped back into the canals.

Year of Data 2017 **Enter Data Year Here**

2017 Month	Federal Ag Water (acre-feet)	Federal non-Ag Water (acre-feet)	State Water (acre-feet)	Local Water (define) (acre-feet)	Other Water (acre-feet)	Transfers Into District (acre-feet)	Upslope Drain Water	Total (acre-feet)
Method								
January	0	0	0	0	0	0	0	-
February	0	0	0	0	0	0	0	-
March	0	0	0	0	0	0	0	-
April	0	0	0	0	0	0	0	-
May	0	0	0	0	0	0	0	-
June	0	0	0	0	0	0	0	-
July	0	0	0	0	0	0	0	-
August	0	0	0	0	0	0	0	-
September	0	0	0	0	0	0	0	-
October	0	0	0	0	0	0	0	-
November	0	0	0	0	0	0	0	-
December	0	0	0	0	0	0	0	-
Total	-	-	-	-	-	-	-	-

Measured numbers for the water quantities detailed in these tables are expected. Select a method below that best describes the measurement method for each supply. Fill in the row marked "Method" with the appropriate measurement method type. If two methods are used for one supply, select the predominant one. If there is no flow rate or volumetric measurement, fill in the appropriate estimation method.

Method Definitions:

M1	Measured summation from calibrated measuring devices, accurate to within +/- 6 percent
M2	Measured summation from calibrated measuring devices
M3	Measured summation from measuring devices
C1	Calculated (more than summation) using information from calibrated devices (such as the difference between measurements upstream and downstream of diversion)
C2	Calculated using information from measuring devices
C3	Calculated using estimates from pump run-times and pump efficiency
E1	Estimated using measured information from similar conditions
E2	Estimated using historical information
E3	Estimated using observation
O1	Other (attach a note with descriptions of other methods used)

Table 2. Ground Water Supply (requested in Section ii.B.)

The numbers in this table for district pumping should be measured or calculated. For private pumping, an estimate of the volume pumped is normally used. If a yearly total is the best estimate available, it should be distributed over the months based on experience. Choose the appropriate measurement method from the definitions provided on page 5-1, and fill in the row marked "Method". The difference between district and private ground water is determined by how it was delivered. If the water is pumped from private wells into the district distribution system, and sold by the district, then it should be included as district ground water.

2017 Month	District Groundwater (acre-feet)	Private Agric Groundwater (acre-feet)*
Method		
January	0	0
February	0	0
March	0	0
April	0	0
May	0	0
June	0	0
July	0	0
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	**0**	**0**

* normally estimated

Table 3. Total Water Supply (requested in Section ii.A., ii.B., and ii.C.)

Except for "Recycled M&I Wastewater" the information in this Table was entered in Tables 1 and 2. If you are using the supplied spreadsheet, all the numbers previously entered are automatically copied to this table, as indicated by light gray boxes. The "Recycled M&I Wastewater" column should be filled out only for M&I recycled wastewater that is delivered into a District Distribution System. Fill in the measurement method type using the definitions provided on page 5-1.

2017 Month	Surface Water Total (acre-feet)	District Groundwater (acre-feet)	Recycled M&I Wastewater (acre-feet)	Total District Water Supply (acre-feet)
Method				
January	-	-	0	-
February	-	-	0	-
March	-	-	0	-
April	-	-	0	-
May	-	-	0	-
June	-	-	0	-
July	-	-	0	-
August	-	-	0	-
September	-	-	0	-
October	-	-	0	-
November	-	-	0	-
December	-	-	0	-
Total	**-**	**-**	**-**	**-**

* Recycled M&I Wastewater is treated urban wastewater that is used for agriculture.

Table 4. Distribution System (requested in Section ii.G., part 2)

Enter the monthly precipitation for the current year in the Precipitation Worksheet, column C rows 71-82. Enter the monthly evaporation for the current year in the Evaporation Worksheet, column W rows 71-82.

2017 Precipitation Worksheet					2017 Evaporation Worksheet				
	inches precip	ft precip	acres	AF/Year		inches evap	ft evap	acres	AF/Year
Jan	0.0	-	-	-	Jan	-	-	-	-
Feb	0.0	-	-	-	Feb	-	-	-	-
Mar	0.0	-	-	-	Mar	-	-	-	-
Apr	0.0	-	-	-	Apr	-	-	-	-
May	0.0	-	-	-	May	-	-	-	-
Jun	0.0	-	-	-	Jun	-	-	-	-
Jul	0.0	-	--	Jul	-	-	-	- Aug	
	0.0	-	-	-	Aug	-	-	-	-
Sept	0.0	-	-	-	Sept	-	-	-	-
Oct	0.0	-	-	-	Oct	-	-	-	-
Nov	0.0	-	-	-	Nov	-	-	-	-
Dec	0.0	-	-	-	Dec	-	-	-	-
Total	**0.0**	**0.00**			**Total**	**0**	**0.00**		

Table 4. Agricultural Distribution System

The first column should have the name or number of part of the distribution system, such as Canal T-2, or Section 4 laterals. In the “Length” and “Width” columns, enter the length and average width of those canals and the reservoirs and the surface area will be automatically calculated. The “Precipitation” and “Evaporation” columns will also auto fill. In the “Spillage” column, enter the estimated amount of unrecovered spillage from those canals. Spillage is recovered if it reenters the distribution system later. Enter estimated annual seepage for each unlined portion of the distribution system, storage or regulating reservoir.

2017 Canal, Pipeline, Lateral, Reservoir	Length (feet)	Width (feet)	Surface Area (square feet)	Precipi-tation (acre-feet)	Evapo-ration (acre-feet)	Spillage (acre-feet)	Seepage (acre-feet)	Total (acre-feet)
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
	0	0	0	0.0	0.0	0	0	0
Total				**0.0**	**0.0**	**0**	**-**	**0**

Table 5. Crop Water Needs

The first column should list the crops grown in the district (use the crop list provided in Attachment D of the Planner). For each crop, provide the irrigated acres, crop evapotranspiration (ETcrop), leaching requirement, and water used for cultural practices (frost protection, pre-irrigation, etc.). Table 5 will combine these values to determine the total water demand of each crop. You may wish to combine crops grown on less than 5% of the total irrigated acreage. To combine crops, determine an average ETcrop leaching and cultural requirement for this group of small acreage crops. it is possible for the total irrigated acres to exceed the size of the district due to double cropping. The ETcrop for crops in your area can be found using the California irrigation Management information System (CiMiS) at *http://www.cimis.water.ca.gov/cimis/info.jsp*, Department of Water Resources (DWR) CIMIS Database, www.wateright.org, or obtained from the local farm advisor. The University of California Cooperative Extension (UCCE) can also provide information on coefficients required to determine ETcrop and estimating water used for leaching and cultural practices.

2017 Crop Name	Area (crop acres)	Crop ET (AF/Ac)	Leaching Require-ment (AF/Ac)	Cultural Practices (AF/Ac)	Effective Precipitation (AF/AC)	Appl. Crop Water Use (acre-feet)
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
	0	0.0	0.0	0.0	0.0	0
Crop Acres	**0**			**0.0**	**0.0**	**0**

Total Irr. Acres _____ (If this number is larger than your known total, it may be due to double cropping.

Table 6. 2014 District Water Budget (requested in Section 2)

Much of the data for this table is copied from the previous tables.

- **Riparian ET** - Estimate the annual consumptive use by riparian vegetation inadvertently or intentionally supplied with district water. Do not include riparian vegetation located at an environmental or recreational resource. Estimate the total acres of riparian vegetation and an average water-use rate to obtain an estimate of consumptive use (based on ET during the months when water is available). Information may also be available from local farm advisors and neighboring districts.
- **Groundwater Recharge** - Quantify water used by the contractor for the purposeful recharge of groundwater, including recharge ponds and injection wells.
- **Transfers/trades/wheeling** – The amount of water the district sold or traded outside the district service area, not listed in Table 1. This will be a negative number.
- **Non-Agricultural Deliveries** - Quantify water delivered that was not used for commercial agricultural practices. This includes deliveries to homes and ranches for residential use, deliveries for commercial and industrial uses, and deliveries to municipal water districts.
- **Actual Agricultural Water Sales** - From district records, quantify the water that was delivered for application to the land. Compare this number with the "Water Available for Sale to Agricultural Customers" calculated on the previous line. If there is significant difference, look for data gaps.
- **Drain Water Outflow** - Quantify the drainwater that leaves the district boundaries from surface ditches or through drainpipes. While an estimate is acceptable, if the estimate exceeds 100 AF per year per outflow location, installation of an outflow measurement device is highly recommended. Reliable outflow data is a best management practice and one of the key components of an accurate water inventory. Districts are now required to begin planning for outflow measurement.
- **Percolation from Agricultural Land** - A rough estimate of the amount of water applied to the land that continues down past the root zone (deep percolation). This value is calculated by the formulas in the spreadsheet.

Water Supply	Table 3		-
Riparian ET	(Distribution and Drain)	minus	-
Groundwater recharge	intentional - ponds, injection	minus	-
Seepage	Table 4	minus	-
Evaporation - Precipitation	Table 4	minus	-
Spillage	Table 4	minus	-
Transfers out of District		minus	-
Water Available for sale to customers			-
Actual Agricultural Water Sales 2014	From District Sales Records		-
Private Groundwater	Table 2	plus	-
Crop Water Needs	Table 5	minus	-
Drainwater outflow	(tail and tile, not recycled)	minus	-
Percolation from Agricultural Land	(calculated)		0
Unaccounted for Water	(calculated)		0

Table 7. Influence on Ground Water and Saline Sink

The first part of this table compares the estimated influence on groundwater levels from the district with the actual change in the groundwater storage. There may be a large difference in the quantities. The comparison indicates the impact of district operation on groundwater.

The second part estimates the water that flows to a perched water table or saline sink and is no longer available for use. Examples are flows to evaporation ponds, saline groundwater, or perched water tables where the water is not reused. Implementing BMPs could minimize this "lost" water. In some cases, this lost water may be beneficial in some other way. Districts should provide a statement about how much of this lost water may be "savable" if improvements were funded. This statement will help Reclamation and the district find the most effective areas to apply conservation program funds.

2017	
Agric Land Deep Perc + Seepage + Recharge - Groundwater Pumping = District Influence on	0
Estimated actual change in groundwater storage, including natural recharge	0
irrigated acres (from Table 5)	0
Irrigated acres over a perched water table	0
irrigated acres draining to a saline sink	0
Portion of percolation from agri seeping to a perched water table	0
Portion of percolation from agri seeping to a saline sink	0
Portion of On-Farm Drain water flowing to a perched water table/saline sink	-
Portion of Dist. Sys. seep/leaks/spills to perched water table/saline sink	-
Total (AF) flowing to a perched water table and saline sink	-

Table 8. Annual Water Quantities Delivered Under Each Right or Contract (requested in Section ii.A. and ii.C.)

Quantify the amount of each type of surface water the District actually received in each of the last 10 years. If the District has sources of surface water that are not listed in the table, add the necessary data in the "Other" column.

Year	Federal Ag Water (acre-feet)	Federal Non-Ag Water (acre-feet)	State Water (acre-feet)	Local Water (acre-feet)	Water (define) (acre-feet)	Transfers into District (acre-feet)	Upslope Drain Water (acre-feet)	Total (acre-feet)
2005	0	0	0	0	0	0	0	0
2006	0	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0	0
2009	0	0	0	0	0	0	0	0
2010	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0
2013	0	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0
Average	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

CHAPTER 6 - URBAN WATER INVENTORY TABLES AND INSTRUCTIONS

Year of Data	2016	**Enter data year here**

Table 1

Surface Water Supply

(requested in Criteria Section ii.A. and ii.C.)

2016 Month	Federal Urban Water (acre-feet)	Federal Agric. Water (acre-feet)	State Water (acre-feet)	Local Water (acre-feet)	Other Water (SSJID) (acre-feet)	Total (acre-feet)
METHOD	**M1**				**M1**	
January	0				957	957
February	0				922	922
March	0				674	674
April	5				840	845
May	488				743	1,231
June	620				1,086	1,706
July	682				1,167	1,849
August	618				979	1,597
September	403				1,145	1,548
October	332				1,038	1,370
November	193				814	1,007
December	0				1,007	1,007
TOTAL	3,341	0	0	0	11,372	14,713

Table 2

Ground Water Supply

(Requested in Section ii.B.)

2016 Month	City Grndwtr (acre-feet)	Private Grndwtr (acre-feet)
January	(165)	n/a
February	(155)	n/a
March	215	n/a
April	200	n/a
May	130	n/a
June	5	n/a
July	31	n/a
August	308	n/a
September	214	n/a
October	9	n/a
November	23	n/a
December	(167)	n/a
TOTAL	648	0

(injecting into ASR)

Table 3

Total Water Supply

(requested in Section ii.A., ii.B. and ii.C.)

2016 Month	Surface Water Supply (acre-feet)	City Groundwater (acre-feet)	Recycled M&I (acre-feet)	Total District Water Supply (acre-feet)
METHOD	**M1**	**M1**		**M1**
January	957	(165)	0	792
February	922	(155)	0	767
March	674	215	0	889
April	845	200	0	1,045
May	1,231	130	0	1,361
June	1,706	5	0	1,711
July	1,849	31	0	1,880
August	1,597	308	0	1,905
September	1,548	214	0	1,762
October	1,370	9	0	1,379
November	1,007	23	0	1,030
December	1,007	(167)	0	840
TOTAL	14,713	648	0	15,361

Recycled wastewater is treated urban wastewater that is reused

Table 4

Distribution System

(requested in Section ii.G., part 2)

2016 Area or Line	Length (feet)	Leaks (acre-feet)	Breaks (acre-feet)	Flushing/Fire (acre-feet)	Total (acre-feet)
6" Main	1,061,160	13	3	3	18
8" Main	496,320	7	1	2	10
10" Main	264,000	4	1	1	5
12" Main	200,640	2	5	1	8
14" Main	52,800	1	0	0	1
24" Main	79,200	1	0	0	1
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
TOTAL	2,154,120	27	10	6	43

Table 5

2016 District Water Inventory

(requested in Section ii.G.)

Water Supply	Table 3		15,361
Environmental Consumptive Use		minus	0
Groundwater Recharge	(Perc ponds & recharge wells)	minus	0
Water Exchanges or Transfers	(into or out of the district)	minus / plus	0
Flushing / Fire	Table 4b	minus	6
Distribution System Leaks & Breaks	Table 4b	minus	37
Non-Urban (Agricultural) Deliveries	<2,000 AF	minus	0
	Water Supply Available for Sale		15,318
2016			
Actual M&I Water Sales	**From District Records**		**14,702**
Inside Use	Feb use x 12	minus	9,204
Landscape / Outside Use	(calculated)		5,498
Unaccounted for Water	(calculated)		616

Table 6

Annual Water Quantities Delivered Under Each Right or Contract

(requested in Section ii.A. and ii.C.)

Year	Federal Urban Water (acre-feet)	Federal Agric. Water (acre-feet)	State Water (acre-feet)	Local Water (acre-feet)	Transfers into City (acre-feet)	Other Water (SSJID) (acre-feet)	Total (acre-feet)
2007	6,824	0	0	0	0	9,130	15,954
2008	6,881	0	0	0	0	8,017	14,898
2009	5,328	0	0	0	0	10,401	15,729
2010	5,723	0	0	0	0	10,850	16,573
2011	5,316	0	0	0	0	11,793	17,109
2012	5,416	0	0	0	0	12,294	17,710
2013	5,518	0	0	0	0	13,112	18,630
2014	4,609	0	0	0	0	11,515	16,124
2015	3,778	0	0	0	0	10,329	14,107
2016	3,341	0	0	0	0	11,372	14,713
Total	52,734	0	0	0	0	108,813	161,547
Average	5,273	0	0	0	0	10,881	16,155

ATTACHMENT A

ANTICIPATED LAND USE CHANGES

ATTACHMENT A

Required in Section 1.A.5 Anticipated Land-Use Changes:

- *Residential Areas Specific Plan*. Created in 1987, the Plan guides the development of 1,480 acres within the City limits. The land is grouped into three planning areas or neighborhoods, two on the southern side of the City and one in the northwest. These areas are largely built-out.

- *Plan C*. Formed in 1998, Plan C represents an infrastructure financing area comprised of approximately 1,417 acres located in the west, south and southeast portions of the City. Plan C is comprised of several separate PUDs that are designed to guide the development of single-family homes with accompanying parks and schools. Plan C is largely built-out; however, there are several vacant parcels zoned for multifamily housing and commercial development.

- *I-205 Corridor Specific Plan*. The I-205 Corridor Specific Plan includes approximately 714 acres of land on the northwest and northeast sides of Tracy, adjacent to Interstate 205. The Specific Plan includes development of shopping centers, auto plazas, and light industrial uses. The Plan also includes approximately 200 acres of residential development.

- *Northeast Industrial Specific Plan*. Anticipated land uses on the 870-acre Northeast Industrial Specific Plan in the northeast corner of the City include a mixture of manufacturing, warehousing, and distribution uses including rail-dependent industries and "flex-tech" light industrial.

- *Industrial Areas Specific Plan*. The Industrial Areas Specific Plan covers approximately 685 acres of land, mostly in the northeast quadrant of the South Tracy Boulevard-Linne Road intersection and the northeast quadrant of the MacArthur Drive-Eleventh Street intersection. This area is designated for general, light industrial, office, and "flex-tech" uses. The Edgewood Corporate Center and South Tracy Business Park, which cater to small- to medium-sized companies, have already been developed in the ISP area.

- *Gateway PUD*. The 538-acre Tracy Gateway project is located at the western edge of the incorporated City boundary, south of Interstate 205 at the Eleventh Street off-ramp. The proposed development consists of 5.8 million square feet of office, commercial, and retail uses, including a multi-story hotel and a golf course.

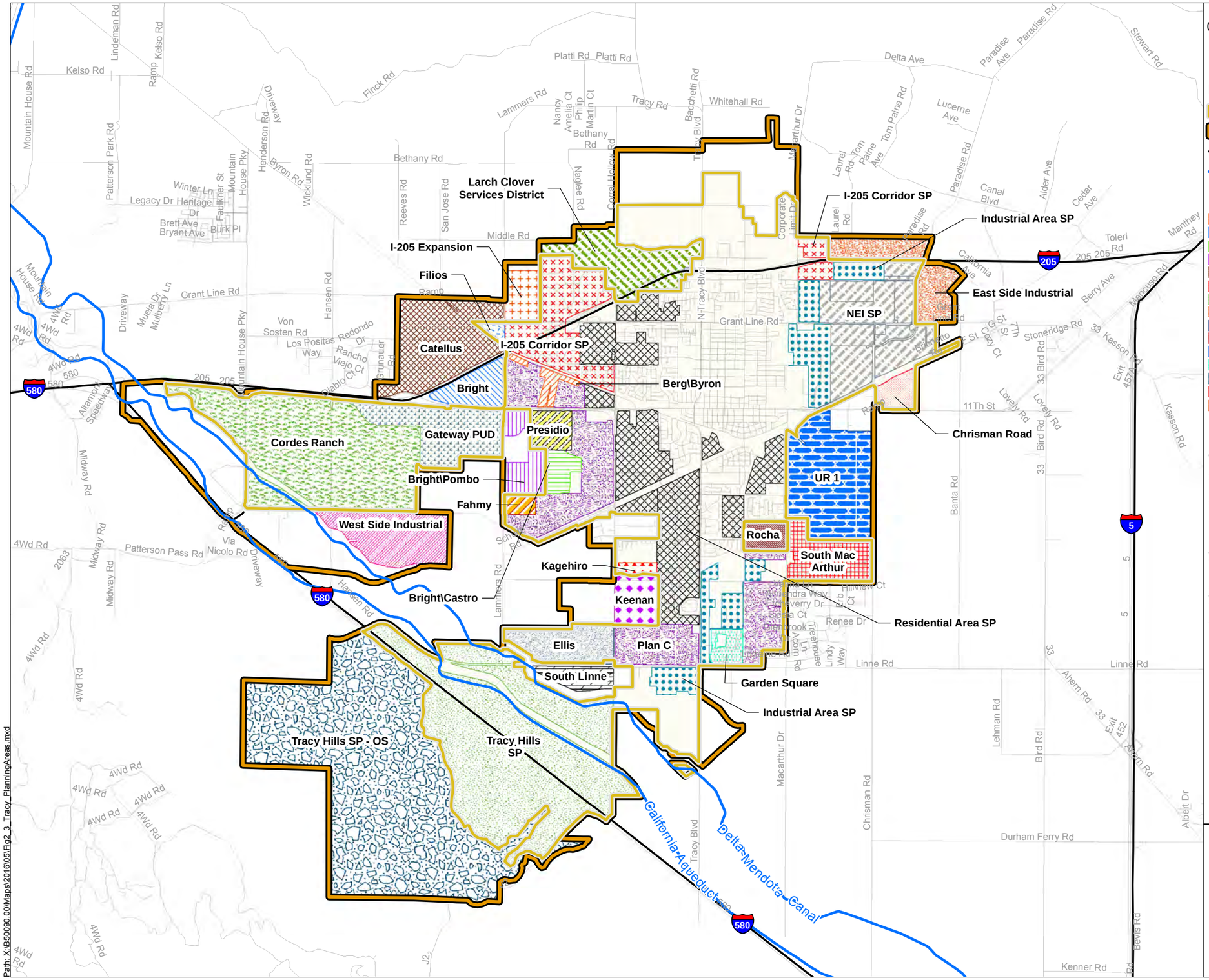
- *Tracy Hills Specific Plan*. The Tracy Hills Specific Plan area, located on the southwest side of the City, includes 6,175 acres. Of the 2,700 acres within the City limits, proposed land uses include approximately 1,300 acres at a mixture of densities with a maximum of 5,499 residential units. Approximately 600 acres with up to six million square feet of space are planned for commercial, office and industrial uses. Roughly half of the remaining 800 acres of the Specific Plan area within the City limits is designated to accommodate neighborhood parks, schools, recreational uses and other open space, while the other half is devoted to roads and canals. The remainder of the Specific Plan area (approximately 3,550 acres located outside the City limits and within the SOI), is planned to remain permanent open space for habitat conservation and managed grazing.

- *Ellis Specific Plan.* The Ellis Specific Plan, located at the northwest corner of Corral Hollow and Linne Roads, consists of 321 acres of Traditional Residential and Commercial land uses, allowing for up to 2,250 residential units and a Village Center commercial site. The proposed project also includes parks and a family-oriented swim center.

- *Cordes Ranch*. Cordes Ranch has been added to the SOI, is referred to as "Urban Reserve 6" and is 1,730 acres in size. The majority of the property is designated for industrial uses. The vision for the area is that the industrial uses would occupy the interior portions of the property, while the properties abutting Mountain House Parkway and Interstate 205 would consist of higher identity businesses with an emphasis on commercial, low-rise office and office/flex uses.

ATTACHMENT B

CITY OF TRACY UWMP WATER SUPPLY INFRASTRUCTURE MAP



0 6,000 12,000

(Approximate Scale in Feet)

N

Legend

- City Limit
- Sphere of Influence
- Highway
- Canal

Planning Areas

- Berg\Byron
- Bright
- Bright\Castro
- Bright\Pombo
- Catellus
- Chrisman Road
- Cordes Ranch
- East Side Industrial
- Ellis
- Fahmy
- Filios
- Garden Square
- Gateway PUD
- I-205 Corridor SP
- I-205 Expansion
- Industrial Area SP
- Kagehiro
- Keenan
- Larch Clover
- NEI SP
- Plan C
- Presidio
- Residential Area SP
- Rocha
- South Linne
- South Mac Arthur
- Tracy Hills SP
- Tracy Hills SP - OS
- UR 1
- West Side Industrial

Abbreviations

NEI = Northeast Industrial
OS = Open Space
PUD = Planned Unit Development
SP = Specific Plan
UR = Urban Reserve

Notes

1. All Locations are approximate.

Sources

1. Planning areas from City Staff, January 2016.
2. Base layers were provided by ESRI in Smart Data Compression format with the V10 software installation:
   a) major highways of the United States which include interstates, U.S. highways, state highways, and major roads (the dataset is from the Census 2000 TIGER/Line files); and
   b) streets of United States and Canada which include streets, highways, roads with and without limited access, secondary and connecting roads, roads with special characteristics, access ramps, and ferries.

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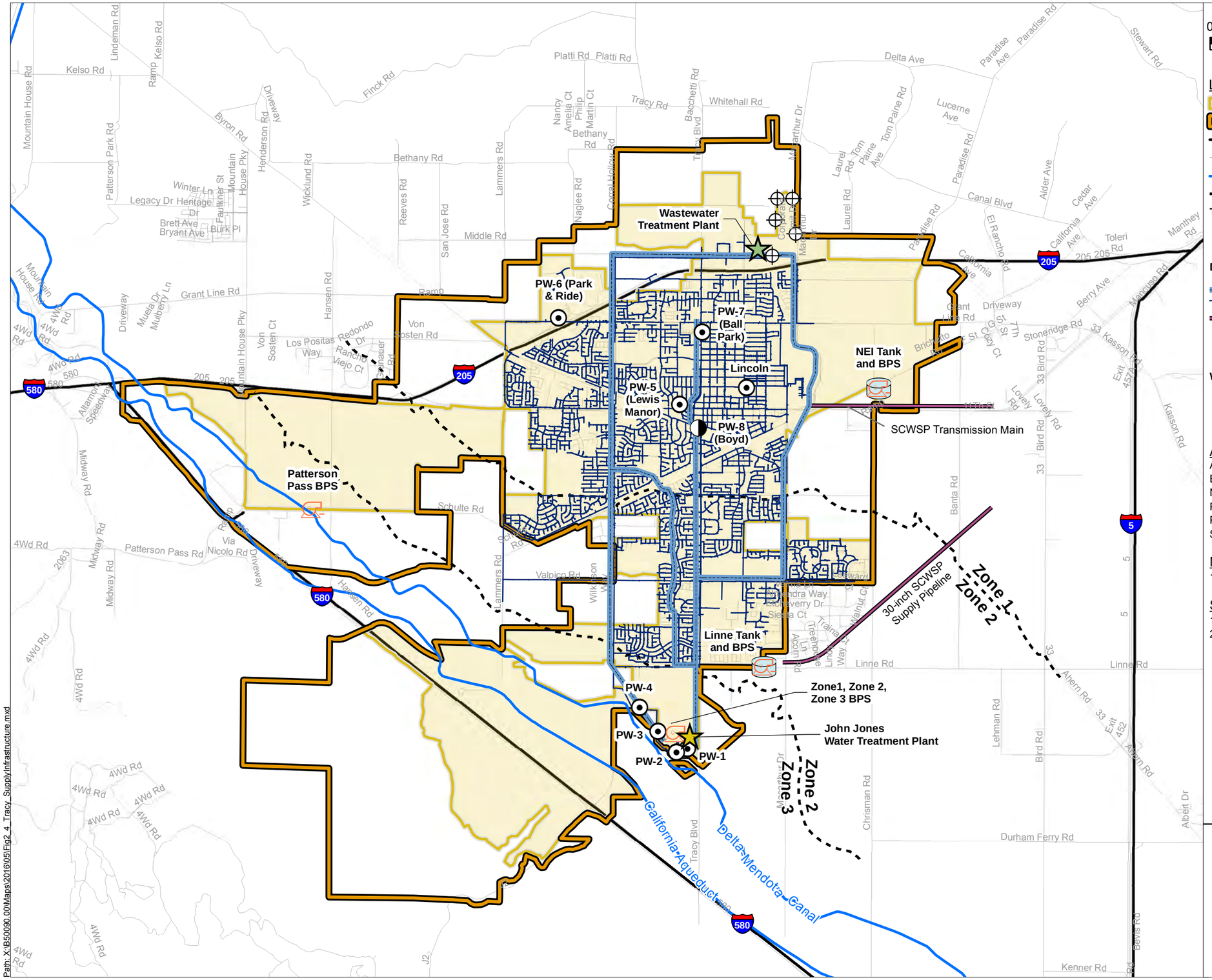
Planning Areas in Tracy

City of Tracy
2015 Urban Water Management Plan
Tracy, CA
June 2016
EKI B50090.00

Figure 2.3

Path: X:\B50090.00\Maps\2016\05\Fig2_3_Tracy_PlanningAreas.mxd

ATTACHMENT B



0 6,000 12,000

(Approximate Scale in Feet)

N

Legend

- City Limit
- Sphere of Influence
- Highway
- Road
- Canal
- Pressure Zone Boundary

Treatment Facilities

- Wastewater Treat Plant
- John Jones Water Treatment Plant

Distribution Infrastructure

- Distribution Main
- Distribution Pipeline
- SCWSP Transmission Pipeline
- Booster Pump Station
- Storage Tank

Wells

- Production Well
- ASR Well
- Monitoring Well

Abbreviations

ASR	=	aquifer storage and recovery
BPS	=	Booster Pump Station
NEI	=	Northeast Industrial PUD
PUD	=	Planned Unit Development
PW	=	production well
SCWSP	=	South County Water Supply Project

Notes

1. All Locations are approximate.

Sources

1. Supply infrastructure from City Staff, January 2016.
2. Base layers were provided by ESRI in Smart Data Compression format with the V10 software installation:
   a) major highways of the United States which include interstates, U.S. highways, state highways, and major roads (the dataset is from the Census 2000 TIGER/Line files); and
   b) streets of United States and Canada which include streets, highways, roads with and without limited access, secondary and connecting roads, roads with special characteristics, access ramps, and ferries.

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Water Supply Infrastructure

City of Tracy
2015 Urban Water Management Plan
Tracy, CA
June 2016
EKI B50090.00

Figure 2.4

ATTACHMENT C

COUNCIL RESOLUTION
ADOPTING THE 2017
CITY OF TRACY
WATER MANAGMENT
PLAN

ATTACHMENT D

CITY OF TRACY

2015 UWMP

WATER SHORTAGE CONTINGENCY PLAN

7. WATER SHORTAGE CONTINGENCY PLANNING

This section presents the City's Water Shortage Contingency Plan (WSCP), which has been developed to serve as a flexible framework of planned response measures to mitigate future water supply shortages. The City adopted its first WSCP in 1992 to provide City staff and City water customers with guidelines for reducing water consumption in the event of another drought (Kennedy/Jenks, 1992). The City's WSCP was updated in June 2015 via Ordinance 1196 to incorporate the mandatory prohibitions required by the SWRCB and provide the City with additional tools to meet the SWRCB-mandated 28% conservation standard. This WSCP, which is included in Appendix P and adopted as part of this UWMP, builds upon and supersedes the 2015 WSCP. The updates made to the 2015 WSCP reflect lessons learned during the recent drought and are intended to improve the City's ability to respond effectively and efficiently in the event of a future water supply shortage or emergency.

The City's 2015 WSCP is incorporated into the Water Management Chapter of the TMC as codified in Chapter 11.28, Article 5 - Drought and Other Water Emergency, and Article 6 – Water Conservation and Rationing Plan, Water Emergency Plan, Variances and Appeals.

7.1 GUIDING PRINCIPLES

The City's WSCP has been developed to support the broader vision of the City laid out in the General Plan. Among other things, the General Plan emphasizes the importance of "hometown feel", community livability, quality of life, and increased economic development. To that end, the City's WSCP reflects the following set of guiding principles:

- *Prioritize the reduction of non-essential water uses.* This WSCP concentrates on the reduction of non-essential water uses and gives the highest priority to preserving water uses that are essential to the health, safety, welfare, and economic vitality of the City's customers.
- *Water cutbacks will focus on outdoor water use.* Outdoor water use is an important, but relatively discretionary end use in comparison to indoor water uses related to drinking, cooking, and sanitary activities. Outdoor water use supplied with recycled water, however, may not need to be cut back as ample supplies of recycled water are likely to be available even during a drought.
- *Focus on fewer, enforceable requirements.* This WSCP targets end uses that can offer significant savings with a high degree of enforceability, such as dedicated irrigation accounts.
- *Communicate early, penalize later.* Early stages focus on creating public awareness and signalling the need for conservation, whereas later stages impose stricter requirements and increase penalties and enforcement.

Practically, these principles guide the City to ask for a shared contribution from all of its customers towards meeting water reduction goals during periods of water shortage. They further direct the City to focus its water conservation efforts on reducing discretionary water

uses such as outdoor irrigation, while attempting to minimize economic and other impacts to its residential and commercial customers. The City learned during the recent drought that public outreach and awareness are capable of generating significant savings in response to a severe drought. Therefore, this WSCP emphasizes these activities before it mandates specific water-conserving actions.

7.2 METHODOLOGY

To assist in development of the WSCP, the City used the Drought Response Tool (DRT),[36] an Excel spreadsheet model. The DRT provides a quantitative framework that allowed the City to:

- Evaluate a pre-drought baseline water use by each water use sector and major end use (i.e., indoor versus outdoor water use);
- Identify water use sectors and end uses to target for water savings;
- Evaluate a menu of drought response actions to implement in each stage of action; and
- Estimate the water savings potential of the responses selected for each stage of action based on assumed implementation and water savings rates.

Data inputs to the DRT are largely consistent with data that has been reported herein and to the SWRCB in response to Resolution 2015-0032 via the DRINC Portal (www.drinc.ca.gov), including total production, residential water use, and population. The Drought Response Actions section of the DRT is designed to be highly modifiable, in order to allow users to explore the potential water savings associated with implementing different sets of actions, based on varying levels of implementation, and their understanding of their own community and the water savings potential. A detailed Drought Response Tool User's Guide is provided in Appendix Q, which walks the user through the model structure, and the key input parameters, assumptions, and calculations that form the basis for the DRT.

7.3 BASELINE WATER USE PROFILE

Using the DRT, the City developed a pre-drought baseline water use profile that reflected usage patterns within the City's service area by major water use sector between 2011 and 2014 (selected as a representative "pre-drought" period) and that was used to guide development of the WSCP. Key findings from this analysis are presented below.

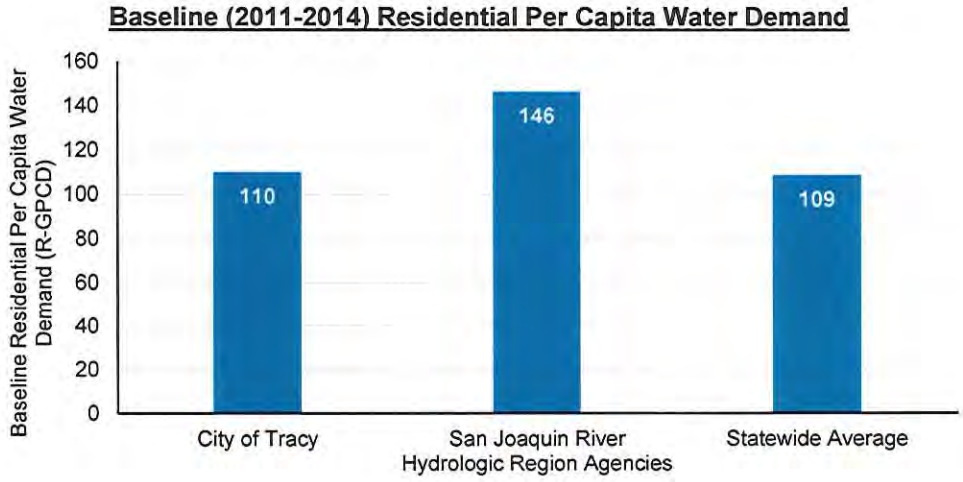
Residential Per Capita Demand

The City's baseline residential gallons per capita per day (R-GPCD) demand between 2011 and 2014 was approximately 110 R-GPCD. As shown in Table 7-1 and associated chart, this R-GPCD is slight greater than the statewide average of 109 GPCD in 2013 but is significantly less than the average R-GPCD of fellow suppliers in the San Joaquin River Hydrologic Region in 2013 (146 R-GPCD).

[36] ©2015 Erler & Kalinowski, Inc.

Table 7-1
Baseline (2011-2014) Residential Per Capita Water Demand
City of Tracy, California

	Residential Per Capita Water Demand (R-GPCD)
City of Tracy (a)	110
San Joaquin River Hydrologic Region Agencies (b)	146
Statewide Average (b)	109



Abbreviations:
R-GPCD = residential gallons per capita per day

Notes:
(a) Average City of Tracy R-GPCD between 2011 and 2014 calculated using metering data.
(b) Average R-GPCD for San Joaquin River Region and average statewide R-GPCD for 2013 calculated using residential water use and population provided in Reference 1.

Reference:
(1) State Water Resources Control Board Water Conservation Portal - Conservation Reporting
http://www.waterboards.ca.gov/water_issues/programs/conservation_portal/conservation_reporting.shtml
Accessed 3 March 2016.

Proportion of Outdoor Water Use

As shown on Table 7-2 and the associated charts, outdoor water use, which can generally be considered as a "discretionary water use", was estimated to be approximately 44% of the City's total consumption during this pre-drought time period. The high proportion of outdoor water use within both residential and commercial sectors (37% and 47%, respectively) indicates that there is the potential achieve significant water savings across these sectors, simply by focusing on outdoor uses. As further shown in the Table 7-2 and associated charts, the seasonal variation in baseline water use reflects increased irrigation demands during the summer and fall months. Therefore, the greatest potential for reductions in non-essential water use are expected during these months.

Historical Drought Response

As described below, water savings achieved by City during 2015 in response to the recent historic drought support the findings of the baseline water use profile (i.e., that discretionary uses can be targeted to achieve significant water savings).

As discussed in Section 3.1.1.3, the Governor and the SWRCB played a fundamental role in promoting and requiring water conservation across the state. On 1 April 2015, Governor Brown issued the fourth in a series of Executive Orders regarding actions necessary to address California's severe drought conditions. Executive Order B-29-15 directed the SWRCB to impose the first-ever mandatory restrictions on urban water suppliers to achieve a statewide 25% reduction in potable urban water usage through February 2016.[37] The Executive Order also requires CII users to implement water efficiency measures, prohibits irrigation with potable water of ornamental turf in public street medians, and prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or microspray systems, along with numerous other directives.

On 5 May 2015, the SWRCB adopted Resolution 2015-0032, which mandates minimum actions by water suppliers and their customers to conserve water supplies into 2016 and assigns a mandatory water conservation savings goal to each water supplier based on their R-GPCD. On 2 February 2016, the SWRCB voted to extend the emergency regulations until October 2016 with some modifications.[38] The mandatory conservation standards established by the SWRCB and included in CWC §865(c) range from 8% for suppliers with an R-GPCD below 65 R-GPCD, up to 36% for suppliers with an R-GPCD of greater than 215 GPCD. As with the emergency drought regulations adopted by the SWRCB in 2014, the new water conservation regulation was primarily intended to reduce outdoor urban water use. Based on its R-GPCD, the City was required to reduce water use by 28% in 2015 relative to its 2013 water use.[39]

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[37] Executive Order B-29-15 is located online at https://www.gov.ca.gov/docs/11.13.15_EO_B-36-15.pdf, accessed 2 March 2016.

[38] Adopted text of the extended Emergency Regulations located online at http://www.waterboards.ca.gov/water_issues/programs/conservation_portal/docs/emergency_reg/final_reg_enacted.pdf, accessed 2 March 2016

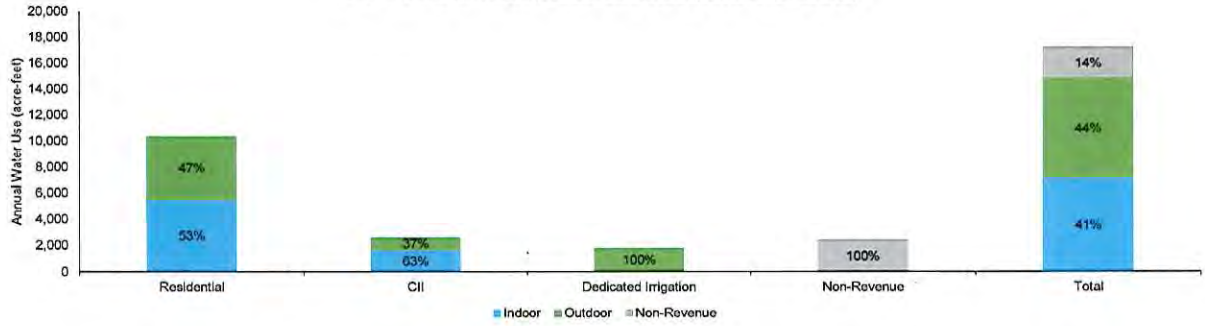
[39] As discussed in Section 3.1.1.3, the City has qualified for a climate adjustment to its mandatory conservation standard, which has been reduced by 3%, from 28% to 25%, effective 1 March 2016.

Table 7-2
Baseline (2011-2014) Water Use Profile
City of Tracy, California

Sector	End-Use	Baseline (2011-2014) Average Water Use (acre-feet) (a)													Annual % of Total by Sector
		January	February	March	April	May	June	July	August	September	October	November	December	Annual	
Residential	Indoor (b)	469	423	469	453	469	453	469	469	453	469	453	469	5,517	53%
	Outdoor (b)	336	162	162	226	285	754	728	848	618	504	253	0	4,876	47%
	Subtotal Residential	*805*	*585*	*631*	*680*	*754*	*1,208*	*1,197*	*1,316*	*1,071*	*972*	*706*	*469*	*10,393*	-
CII	Indoor (b)	142	128	142	137	142	137	142	142	137	142	137	142	1,672	63%
	Outdoor (b)	74	50	39	47	9	156	161	167	106	99	64	0	973	37%
	Subtotal CII	*216*	*179*	*181*	*185*	*151*	*294*	*303*	*309*	*243*	*241*	*202*	*142*	*2,645*	-
Dedicated Irrigation	Outdoor	42	59	51	78	112	256	333	272	243	210	119	66	1,842	100%
Non-Revenue	Non-Revenue	-35	135	217	359	823	205	211	61	108	64	57	243	2,450	100%
Total	Indoor	611	551	611	591	611	591	611	611	591	611	591	611	7,189	41%
	Outdoor	452	271	252	352	407	1,166	1,223	1,288	967	813	436	66	7,692	44%
	Non-Revenue	-35	135	217	359	823	205	211	61	108	64	57	243	2,450	14%
	Total	**1,028**	**958**	**1,080**	**1,302**	**1,840**	**1,962**	**2,044**	**1,959**	**1,666**	**1,488**	**1,084**	**919**	**17,330**	-

Table 7-2 (Continued)
Baseline (2011-2014) Water Use Profile
City of Tracy, California

Baseline Year (2011-2014) Annual Water Use by Sector and End Use



Baseline Year (2011-2014) Monthly Indoor vs. Outdoor Water Use

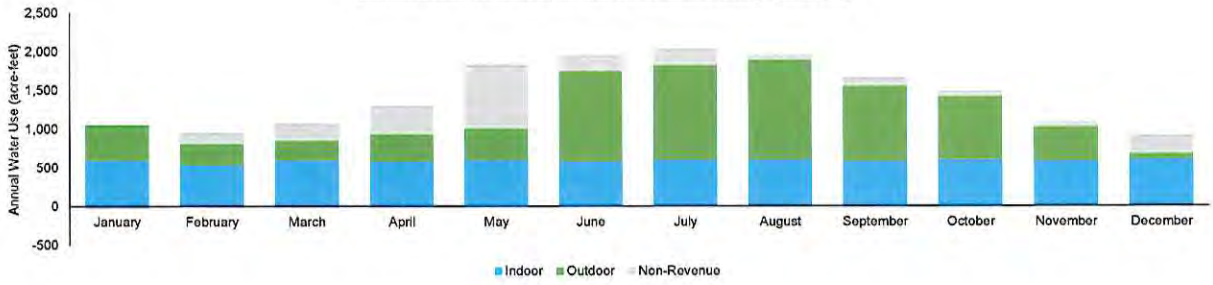


Table 7-2 (Continued)
Baseline (2011-2014) Water Use Profile
City of Tracy, California

Abbreviations:
CII = commercial, industrial, and institutional

Notes:
(a) Baseline water use is calculated using the average of the City's monthly metering data between 2011 and 2014 for each sector.
(b) Indoor water use was estimated to be the lowest monthly water use for each sector, accounting for the number of days in each month. Outdoor water use for each sector was estimated to be the difference between the total water use and the estimated indoor water use.

Prior to the 2015 SWRCB Resolution, the City Council had already declared Stage 2 of the 2015 WSCP to respond to 2014 SWRCB actions. The City Council enacted Stages 3 and 4 of the 2015 WSCP on 2 June 2015. Stage 4 of the 2015 WSCP called for a 25% water reduction and included prohibitions that targeted water waste and discretionary outdoor uses. This stage of action remained in place to meet the 2015 SRWCB mandated reduction target.

As shown in Table 7-3, the City achieved high savings (up to a 34% reduction in total demand) during the summer and fall months, likely corresponding to large cut-backs in irrigation water uses. Total cumulative water savings through February 2016 have been 26.9%.

7.4 STAGES OF ACTION

10632. (a) The plan shall provide an urban water shortage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier: (1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.

Based on lessons learned during the recent drought, and based on future projections of future dry-year shortfalls (see Section 6.3), the City updated the stages of action to be taken in response to water supply shortages. This WSCP establishes a set of mandatory prohibitions and five stages of increasingly restrictive actions to be implemented to respond to water supply reductions, including a 50% supply reduction as required by CWC §10632(a). All of the Stages allow for adequate water to protect public health and safety and satisfy the fire protection needs of the City. Table 7-4 summarizes the water supply reductions and supply conditions associated with each stage of action.

As shown in Table 7-4, each stage of action reflects a range of targeted water savings. Mandatory prohibitions are in force at all times with the intent to eliminate water waste. Each subsequent stage of the WSCP is implemented with a formal declaration by the City Council recognizing the need for a reduction in water use due to a water supply shortage or emergency and enacting a specified stage of action.

Table 7-5 describes the customer restrictions and prohibitions and consumption reduction methods (i.e., the actions to be taken by the City) associated with each stage of action. Specific prohibitions and consumption reduction methods are discussed in Sections 7.5 and 7.7, respectively. The monthly and cumulative annual water savings impacts associated with each restriction, prohibition, and consumption reduction method were quantitatively estimated using the DRT for each stage of action, and are included in Appendix R.

Table 7-3
2015 Water Use Reductions
City of Tracy, California

Month	2015 Monthly Water Savings From 2013 Baseline		
	City of Tracy (a)	San Joaquin River Hydrologic Region (b)	Statewide (b)
January	21.8%	12.3%	6.6%
February	16.3%	13.6%	2.5%
March	18.5%	11.4%	3.9%
April	10.5%	20.0%	13.7%
May	29.9%	35.0%	29.0%
June	32.7%	33.3%	27.5%
July	33.8%	34.6%	31.4%
August	31.4%	30.0%	27.0%
September	24.0%	26.7%	26.2%
October	24.0%	26.8%	22.4%
November	28.7%	31.0%	20.4%
December	17.7%	21.2%	18.3%

Monthly Water Use Reduction for 2015 Compared to 2013 Baseline

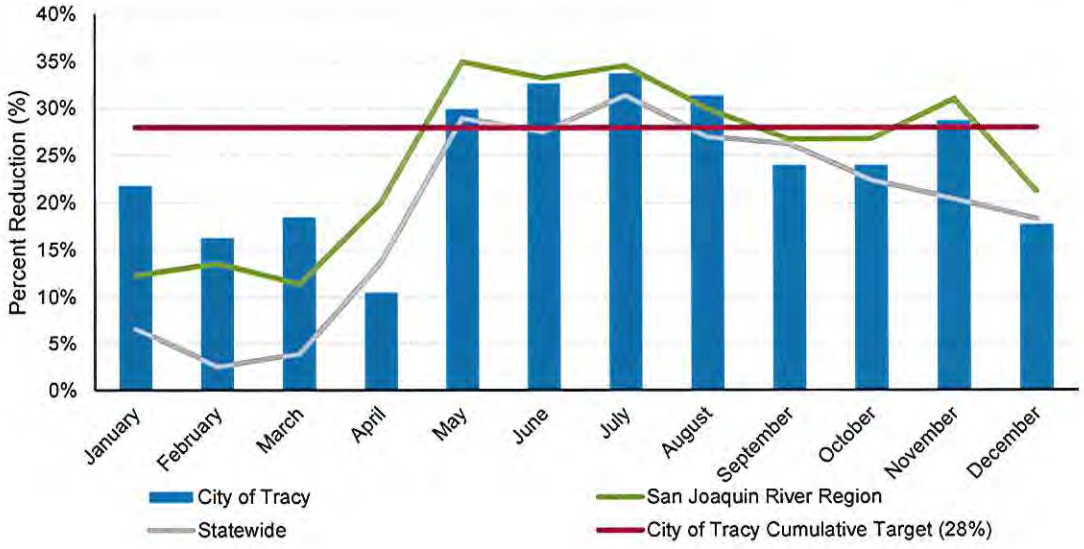


Table 7-3
2015 Water Use Reductions
City of Tracy, California

Abbreviations:
DRINC = Drinking Water Information Clearinghouse

Notes:
(a) City of Tracy conservation data from Reference 1.
(b) San Joaquin River Region and Statewide conservation data from Reference 2.

References:
(1) DRINC Portal (http://drinc.ca.gov/) Urban Water Supplier Monitoring Reports, February 2016.
(2) Fact Sheet, December 2015 Statewide Conservation Data, State Water Resources Control Board, (http://www.waterboards.ca.gov/water_issues/programs/conservation_portal/conservation_reporting.shtml), accessed 6 April 2016.

Table 7-4
Stages of Water Shortage Contingency Plan (DWR Table 8-1)
City of Tracy, California

Stage	Percent Supply Reduction	Rationale	Water Supply Condition
Mandatory Prohibtions and Requirements	N/A	Mandatory prohibitions to prevent water waste	In force at all times.
1	0% to 10%	Single dry year shortfall of 6% projected for 2040	Declaration by the City Council upon the determination that one or more of the trigger mechanisms exist (see note (a)) and that the City must reduce water use by 0% to 10% due to water supply shortages or emergency
2	10% to 15%	Intermediate stage	Declaration by the City Council upon the determination that one or more of the trigger mechanisms exist (see note (a)) and that the City must reduce water use by 10% to 15% due to water supply shortages or emergency
3	15% to 20%	Multiple dry year shortfall of 22% projected at Buildout	Declaration by the City Council upon the determination that one or more of the trigger mechanisms exist (see note (a)) and that the City must reduce water use by 15% to 20% due to water supply shortages or emergency
4	20% to 30%	The City's 2015 SWRCB-mandated water conservation standard was 28%; single dry year shortfall of 31% at Buildout	Declaration by the City Council upon the determination that one or more of the trigger mechanisms exist (see note (a)) and that the City must reduce water use by 20% to 30% due to water supply shortages or emergency
5	30% to 50%	Required by UWMP Act	Declaration by the City Council upon the determination that one or more of the trigger mechanisms exist (see note (a)) and that the City must reduce water use by 30% to 50% due to water supply shortages or emergency

Abbreviations:
TMC = Tracy Municipal Code
UWMP = Urban Water Management Planning
WSCP = Water Shortage Contingency Plan

Sources:
(a) Per TMC §112.140, the following conditions may trigger implementation of the City's WSCP:
i. The average static groundwater basin level reaches thirty feet below sea level as determined by the Water Production Supervisor by means of monthly groundwater soundings at the water production wells, or if the estimated groundwater demand for the year exceeds 6,000 acre-feet.
ii. A cutback of available surface water supplies obtained from the Central Valley Project occurs.
iii. A drought is declared by the Governor of California covering the water sources used by the City, and subsequent reductions of water supplied to the City will occur or are likely to occur .
iv. Any unusual situation or circumstance exists that affects the quantity or quality of the water supply.

Table 7-5
Stages of Action and Water Shortage Responses (DWR Tables 8-2 and 8-3)
City of Tracy, California

Stage	Consumption Reduction Methods by Water Supplier	Restrictions and Prohibitions on End Uses (Customers)
Mandatory Prohibitions and Requirements	• Not applicable	*Prohibitions* • No customer shall permit flagrant water waste or incidental water runoff. Flagrant water waste or excessive water runoff is defined as any water that flows directly from a tap connected to the City water system that leaves the property of origin in a continuous flow of any dimension for 150 feet from the property, or for more than five minutes in duration. • Allowing runoff when irrigating with potable water is prohibited. • Using hoses with no shutoff nozzles to wash cars is prohibited. • Using potable water to wash hardscapes such as sidewalks and driveways is prohibited. • Using potable water to operate decorative water features, including splash pads, that do no re-circulate water is prohibited. • Irrigating outdoors during and within 48 hours following measurable rainfall is prohibited. • Using potable water to irrigate ornamental turf on public street medians is prohibited. • Using potable water to irrigate outside of newly constructed homes and buildings in a manner that is inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development is prohibited. *Requirements* • Any customer must properly maintain all plumbing and irrigation systems and control all leaks within 72 hours of discovery or notification.

Table 7-5 (Continued)
Stages of Action and Water Shortage Responses (DWR Tables 8-2 and 8-3)
City of Tracy, California

Stage	Consumption Reduction Methods by Water Supplier	Restrictions and Prohibitions on End Uses (Customers)

Mandatory Prohibitions and Requirements (Continued)		*Requirements (Continued)*
		• Customers shall practice prudent water conservation measures, including:
		  o Planting drought-tolerant landscapes;
		  o Installing and maintaining water-efficient irrigation systems such as drip and bubble irrigation with weather or soil-based controllers;
		  o Installing sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff; and
		  o Watering only in the late night or early morning hours during non-windy periods.
		• A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use.
		• All swimming pools, hot tubs and spas installed after 1 May 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard.
		• Each swimming pool, hot tub and spa installed after 15 July 2015 must have a non-permeable floating cover or equivalent device that provides 90% surface coverage.

Stage 1 **Goal: 0% to 10% Reduction**	• Expand outreach for existing water conservation programs. • Promote public awareness (e.g., website, social media).	• All landscape irrigation is restricted to the hours of 7:00 pm and 9:00 am. • Restaurants and commercial lodging establishments must post notice of drought conditions. • Hotels and motels must offer guests an option to opt of linen/towel service. • The serving of drinking water other than upon request is prohibited in eating or drinking establishments.

Table 7-5 (Continued)
Stages of Action and Water Shortage Responses (DWR Tables 8-2 and 8-3)
City of Tracy, California

Stage	Consumption Reduction Methods by Water Supplier	Restrictions and Prohibitions on End Uses (Customers)
Stage 2 **Goal:** **10% to 15% Reduction**	• Continue with actions and measures from Stage 1. • Increase public outreach (e.g., water bill inserts). • Offer water use surveys to up to the top 10% of residential, CII, and irrigation accounts.	• Continue with actions and measures from Stage 1. • All landscape irrigation is restricted to three days per week between 7:00 pm and 9:00 am. • Any customer must repair and control all significant leaks, as determined by the City, within 48 hours of discovery or notification.
Stage 3 **Goal:** **15% to 20% Reduction**	• Continue with actions and measures from Stages 1 and 2. • Increase enforcement efforts. • Increase public outreach (e.g., media campaign, hosting public events and workshops). • Decrease frequency and length of line flushing.	• Continue with actions and measures from Stages 1 and 2. • Except as otherwise provided, individual residential car washing shall be allowed only with the use of a bucket. • Automobile and recreational vehicle dealerships are allowed to continue washing vehicles with a hose that is fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use, under the following conditions: o Automobiles and recreational vehicles may be washed only on Fridays using the method outlined above o An automobile, motorcycle, boat or motorhome may be washed the day before or the day of delivery to the purchaser using the method outlined above • No customer may add water or refill a swimming pool, spa or hot tub unless it has a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard.
Stage 4 **Goal:** **20% to 30% Reduction**	• Continue with actions and measures from Stages 1 through 3. • Establish a drought hotline. • Conduct an audit of up to 25% of the City's distribution system to identify and repair leaks. • Expand water use surveys to up to the top 20% of residential and CII accounts and up to the top 50% of dedicated irrigation accounts.	• Continue with actions and measures from Stages 1 through 3. • All landscape irrigation is restricted to two days per week between 7:00 pm and 9:00 am.

Table 7-5 (Continued)
Stages of Action and Water Shortage Responses (DWR Tables 8-2 and 8-3)
City of Tracy, California

Stage	Consumption Reduction Methods by Water Supplier	Restrictions and Prohibitions on End Uses (Customers)
Stage 5 **Goal:** **30% to 50% Reduction**	• Continue with actions and measures from Stages 1 through 4. • City Council may implement a drought rate surcharge, as set forth in TMC §11.28.230. • No new water connections may be approved.	• Continue with actions and measures from Stages 1 through 4. • City Council may prohibit water uses not required for public health and safety and fire protection. • City Council may prohibit all outdoor water uses. • City Council may prohibit all recreational water uses. • City Council may establish water budgets established for all customer accounts.

Abbreviations:

CII = commercial, industrial and institutional
TMC = Tracy Municipal Code

7.5 PROHIBITIONS ON END USES

10632. (a) (4) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

Restrictions and prohibitions associated with each stage of action in the City's WSCP are presented in Table 7-5. As discussed above, these responses focus on the reduction of non-essential water uses such as ornamental landscape irrigation, and preserve water uses that are estimated to the health, safety, welfare, and economic vitality of the City's customers. In addition, mandatory prohibitions are enforced at all times as part (see Table 7-5). On 9 May 2016, Governor Brown issued Executive Order B-37-16 which, among other things, directed the SWRCB to permanently prohibit practices that waste potable water. The SWRCB adopted Resolution No. 2016-0029 on 18 May 2016, which extended the February 2016 emergency regulations and prohibited specific water-wasting actions. Together, the prohibitions listed in the Mandatory Prohibitions stage of the City's WSCP include each of the prohibitions on end uses mandated by the SWRCB in its May 2016 emergency regulations. Prohibitions in subsequent stages go beyond the SWRCB requirements and become increasingly restrictive.

7.5.1 Defining Water Features

10632. (b) Commencing with the urban water management plan update due July 1, 2016, for purposes of developing the water shortage contingency analysis pursuant to subdivision (a), the urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

As required by CWC §10632(b), the City distinguishes between "decorative water features" such as ponds, lakes, water play features and fountains that are artificially supplied with water and "recreational water features" such as swimming pools and spas. Prohibitions on water use for decorative water features are listed separately from those for recreational water features (see Table 7-5).

7.6 PENALTIES, CHARGES, AND OTHER ENFORCEMENT

110632. (a) (6) Penalties or charges for excessive use, where applicable.

The City is authorized under Chapter 11, Article 5 of the TMC to enforce the requirements of the WSCP. Enforcement of the City's water use restrictions and prohibitions is focused on soliciting cooperation from water customers who are unaware of the restrictions or have failed to comply with the provisions of the WSCP. The City first issues Courtesy Notices informing customers regarding the specific violation and corrective action within 72 hours. If the first notice does not work, the City issues a second Courtesy Notice. If those do not result in compliance, the WCC writes a letter, delivered by certified mail, warning that if the customer does not comply within 72 hours, a citation will be issued by the City. A customer may appeal a penalty imposed by the City within 15 days of receiving notice from the City of the intent to impose a penalty.

In accordance with TMC §11.28.070, a customer who violates any of the provisions of Stages 1 through 5 of the City's WSCP, or fails to comply with an order or permit made thereunder, is guilty of an infraction and is punishable as follows:

(1) A fine not exceeding $100 for a first violation.
(2) A fine not exceeding $200 for a second violation within a twelve month period.
(3) A fine not exceeding $500 for each additional violation of within a twelve month period.
(4) If a person is found to have violated the same Code provision at least twice within a twelve month period, the offense, which would otherwise be an infraction, is considered a misdemeanor.[40]

Four violations within the same six month period will result in the installation of a meter service flow restrictor at the customer's expense. The flow restrictor is to remain in place for the remainder of the drought or water emergency. Failure to pay assessed fines will result in termination of water service until payment in full of all fines and usual reconnection charges are collected from the customer.

7.7 CONSUMPTION REDUCTION METHODS

As discussed above, the WSCP lists consumption reduction methods that the City will implement during each stage of action to reduce the City's own water consumption and encourage reduction in water use by its customers. Consumption reduction methods associated with each stage of action are presented in Table 7-5. The monthly and cumulative annual water savings impacts associated with each restriction, prohibition, and consumption reduction method were quantitatively estimated using the DRT for each stage of action, see Appendix R.

A main focus of the City's planned consumption reduction measures is to increase public outreach and keep customers informed of the water shortage emergency and actions they can take to reduce consumption. Consumption reduction methods also include measures to reduce system losses through a reduction in line flushing, increase enforcement and patrols, and in certain conditions, implement a moratorium on new services.

7.8 DETERMINING WATER SHORTAGE REDUCTIONS

10632. (a) (9) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

All of the City's current service connections are metered and meters are read on a monthly basis. Actual water savings achieved by implementing the WSCP will be determined by comparing water consumption records while WSCP is in place with an appropriate baseline consumption.

[40] A misdemeanor is punishable by a fine not exceeding $1,000, or imprisonment not exceeding six months, or both (Ordinance 996 §1 (part), 1999).

7.9 REVENUE AND EXPENDITURE IMPACTS

10632 (a) (7) An analysis of the impacts of each of the actions and conditions described in paragraphs (1) to (6), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

Since the City bills its customers per unit volume of water consumed, the City would experience a reduction in revenue upon implementation of the WSCP. To compensate for the expected revenue reduction caused by water conservation, the City reserves the authority to implement temporary water rate increases, as adopted by resolution of the City Council (TMC §11.28.220). Additionally, the City Council may adopt a resolution to establish a water rate structure, including excess water use surcharges, that provides incentives to conserve water (TMC §11.28.230). Individual customers may seek a waiver of to excess water use surcharges through the variance process set forth in TMC §11.28.240.

7.10 WATER SHORTAGE CONTINGENCY ORDINANCE AND RESOLUTION

10632 (a) (8) A draft water shortage contingency resolution or ordinance.

The ordinance adopted as part of this Plan that establishes the City's WSCP is included as Appendix P of this UWMP.

7.11 CATASTROPHIC SUPPLY INTERRUPTION PLAN

10632 (a) (3) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

In response to the requirements of the Public Health, Security and Bioterrorism Preparedness and Response Act of 2002 (Bioterrorism Act), which amended the Safe Drinking Water Act to include Section 1433, the City prepared a Water System Emergency Response Plan (WSERP) (WYA, 2004). The City's WSERP provides a framework for emergency response by the City's Utilities Department by describing the department's emergency management organization, roles, and responsibilities and emergency policies and procedures. Excerpts from the City's WSERP can be found in Appendix S. In accordance with the aforementioned goals, the WSERP:

- Describes the Department of Utilities' emergency management organization;
- Identifies of the types of emergencies that the Department of Utilities may need to respond to for its water system;
- Outlines the roles and responsibilities the Department of Utilities and its staff during emergency response and recover; and
- Compiles and organizes water system emergency response protocols and procedures.

Prior to the 2003 WSERP, the City had developed numerous emergency planning and procedures documents which provide information on emergency roles and responsibilities and

specific emergency procedures for the City's water supply and distribution facilities. Tracy's 2003 WSERP is not intended to replace these documents, but is designed to work in conjunction with existing plans. Additional water supply emergency plans adopted by the City include:

- *City of Tracy Emergency Plan*;
- *Emergency Response Handbook*;
- *City of Tracy General Standby Procedures*;
- *Process Safety Management Program*;
- *Emergency Action Plan*;
- *Department of Health Services Water Quality Emergency Notification Plan*;
- *Water Treatment Plant Operations Manual*;
- *Water Treatment Plant Operations Plan*;
- *Risk Management Plan*; and
- *Hazardous Materials Business Plan.*

A more complete description of these plans can be found in the WSERP.

7.11.1 Types of Emergencies

Several types of emergencies can occur which could impact the City's water system and its operations. The City's WSERP is designed to assist the City in quick response to water system emergencies that may include the following natural or man-made causes:

- Earthquake
- Fires
- Contamination or loss of water supply
- Hazardous materials spills or leaks
- Severe storms or floods
- Landslides
- Pipelines, reservoir, tank and/or building failure
- Civil unrest, vandalism, or terrorist action or threat
- National security emergency
- Widespread power outage
- Airplane crash
- Traffic/highway accidents
- Intrusion through Supervisory Control and Data Acquisition system

It is important to note that there are a number of events, such as large earthquakes or fires, which occur infrequently, but have a very high impact potential. There are also events, such as severe storms and floods, which have less of an impact potential, but occur more frequently. Although the planning basis for Tracy's WSERP is for a major emergency, the principles outline in the WSERP can be applied to any type or magnitude of event.

7.11.2 Emergency Categories and Response Levels

Four response categories have been defined in the WSERP to provide a common method of describing the type of event, area affected, and the extent of coordination or assistance needed.

These categories include the following: (0) Readiness/Routine Response, (1) Local Emergency, (2) Local Disaster, and (3) Major Disaster (see Table 6, Appendix S).

Depending on the severity of a given emergency, the situation may warrant response from different levels of government consistent with the Standardized Emergency Management System. Tracy's WSERP identifies these levels as State, Regional, Operational Area (San Joaquin County), Local (City of Tracy), or Field (Utilities Staff). The extent of each levels' responsibilities is described in Figure 1 of Appendix S and their involvement in each of the four emergency response categories are outlined in Table 6 of Appendix S.

7.11.3 Plan Activation, Response, and Deactivation

Table 9 in Appendix S gives the response categories, triggers and potential response actions to be implemented to the extent required by the nature and scope of the emergency. The activation process includes plan triggers, staff responsibilities, mutual aid or assistance availability and damage assessment. Responses are coordinated in accordance with the severity and extent of the emergency.

Table 10 of Appendix S identifies deactivation triggers and potential actions to be implemented once the emergency situation has been corrected and water quality is established. The deactivation process is in the reverse order of the activation process, starting with the highest category attained in the activation process.

7.12 ESTIMATE OF MINIMUM SUPPLY FOR NEXT THREE YEARS

10632 (a) (2) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

Based on the supply reliability analysis presented in Section 6, the City can expect to receive 19,485 AF in 2016 and 25,097 AF in 2017 and 2018 (see Table 7-6).

Table 7-6
Estimated Minimum Three-Year Supply (DWR Table 8-4)
City of Tracy, California

	Average Normal Year Supply (AF)	Multiple-Dry Year Water Supply (AF)		
		2016	2017	2018
Available Water Supply	27,620	19,485	25,097	25,097

Abbreviations:
DWR = Department of Water Resources

ATTACHMENT E

CITY OF TRACY
MUNICIPAL CODE
CHAPTER 11.28
WATER MANAGEMENT

Chapter 11.28 - WATER MANAGEMENT

Sections:

Article 1. - Purpose, Definitions

11.28.010 - Purpose.

11.28.015 - Application of regulations.

11.28.020 - Definitions.

Article 1. - Purpose, Definitions

11.28.010 - Purpose.

It is the purpose of this chapter to prevent the waste and unreasonable use of water and to promote water conservation as an effective means to manage the local water supply as necessary for public health, safety, fire protection and recreational needs.

(Prior code § 11-7.101)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.015 - Application of regulations.

This chapter applies to every person both within and outside the City who draws water from the City water distribution system.

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.020 - Definitions.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

(a) "Consumer unit" or "unit" means one hundred (100) cubic feet of water, or seven hundred forty-eight (748) gallons.

(b) "Customer" means owner, tenant, manager, or occupant of property receiving City water service.

(c) "Director" means the Director of Utilities or his/her designee, or any agent for the City authorized to enforce compliance with this chapter.

(d) "Drought" means a water shortage as declared by the Governor of California which affects the local water supply, or any unusual situation or circumstance affecting the quantity or quality of the local water supply.

(e) "Flagrant water waste" means the application of any potable water to outdoor landscapes or hardscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

(f) "Flow restriction device" means any device expressly used to limit water flow or pressure to a water service.

(g) "Hardscape" means the manmade part of the grounds surrounding a building such as but not limited to: a patio, sidewalk, cement walkway, asphalt, statue, driveway, street, gutter, or balcony.

(h) "Incidental runoff" means unintended amounts of water runoff, such as minimal over-spray from a sprinkler that escapes the area of intended use.

(i) "Landscape" means trees, shrubs, grass, groundcover, plants or flowers. It does not include food sources such as vegetable and/or fruit plants and trees.

(j) "Recycled water" or "reuse water" means non-potable water, collected stormwater or treated wastewater.

(k) "Water emergency" means an event, time or situation that requires extraordinary management or restrictions on potable water use caused as a result of natural events or as an unanticipated manmade event affecting the quantity or quality of the local water supply.

(Prior code § 11-7.102)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.030 - Future restrictions.

All applicants for water service are hereby put on notice that further restrictions or prohibitions on water use and service may hereafter become necessary; and nothing herein, no application, permit or approval of water service or water service facilities granted pursuant to these rules shall vest in the applicant any right to a particular use or quantity of water; but such applicant shall be subject to all further prohibitions, restrictions, rules and regulations in the same manner and extent as any other consumer or class of consumers similarly situated existing at the time such prohibitions or restrictions are imposed.

(Prior code § 11-7.103)

Article 2. - Fees

11.28.040 - Fees.

Fees charged pursuant to this chapter shall be set by resolution of the City Council.

(Prior code § 11-7.201)

Article 3. - Authority, Enforcement, Fines and Property Owner Responsibility

11.28.050 - Authority.

The following officers and employees are authorized to enforce this chapter, including issuing an order to cease and desist and/or a notice of intention to impose a penalty: City Manager, Director of Development Services, Director of Public Works, Director of Utilities, Water Resources Coordinator, Water Resources Analyst, Environmental Control Officer, Environmental Compliance Technician, Water Patrol, Sworn Peace Officers, Firefighters, and Code Enforcement Officers.

(Prior code § 11-7.301)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.060 - Enforcement and Implementation.

The City Manager or his/her designee is charged with primary responsibility for the implementation and enforcement of this chapter. If there is a conflict between two stages (at Sections 11.28.160 through 11.28.210), the more restrictive stage shall apply. The Director shall prepare the forms, warnings, and similar documents as he or she deems necessary or appropriate to implement this chapter.

(Prior code § 11-7.302)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.070 - Order, notice, penalty and appeal.

(a) *Cease and desist order.* Upon a determination by the Director that a person has consumed or used water in violation of a mandatory provision of this chapter, the Director may issue an order to cease and desist from the violation, and further order that the person comply with this chapter, or otherwise take appropriate remedial or preventive action. The Director shall serve the order:

    (1) Personally; or

    (2) By leaving or posting a copy at the person's residence or place of business; or

    (3) By mail.

(b) *Notice of intent to impose a penalty.* If, after the issuance of a cease and desist order, the person continues to consume or use, or again consumes or uses, water in violation of this chapter, the Director may issue a notice of intention to impose a penalty. The notice shall:

    (1) Identify the date and time of the violation,

    (2) State the amount of penalty to be imposed, and

    (3) Advise the person of the appeal rights. The notice of intention shall be served in the same manner as the cease and desist order.

(c) *Penalty.* After the notice of intent to impose a penalty is served, a penalty shall be assessed in the amount of: One Hundred and no/100ths ($100.00) Dollars for the first violation, Two Hundred and no/100ths ($200.00) Dollars for the second violation, and Five Hundred and no/100ths ($500.00) Dollars for the third and each subsequent violation. The penalty is subject to collection in the same manner as utility service charges.

(d) *Appeal.* A person may appeal the imposition of the penalty assessed to the utility account. The person must request an appeal within fifteen (15) calendar days from the date of service of the notice of intention to impose a penalty. The request for an appeal hearing must be addressed to the City Manager and received by the City within the fifteen-day period. Failure to timely appeal constitutes a waiver of the right to appeal (and the penalty will be assessed).

(e) *Appeal hearing.* If timely requested, the appeal hearing shall be held before the City Manager, or his or her designee, who shall make a factual finding on the existence of a violation(s). The hearing shall be held within thirty (30) days from the date the City receives the appeal, unless continued by mutual consent. The hearing officer shall give notice by first class mail of the date and time of the appeal hearing, at least ten days before the hearing. The appellant may present witnesses and documentary evidence, and may be represented by anyone of his or her choosing. The decision of the hearing officer is final.

(Ord. 1040 § 5 Exh. E (part), 2002: prior code § 11-7.303)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.080 - Access to service connections.

Access to service connections and water meters must be provided at all times to designated City personnel in possession of proper identification. Authorized employees of the City shall be admitted at all reasonable hours to all parts of any premises supplied with water, except the interior of dwellings but including the meter box, to ascertain compliance with the regulations contained in this chapter.

(Prior code § 11-7.304)

11.28.090 - Unlawful to tamper with service.

It shall be unlawful for any person to interfere with the City service lines, valves or meters or to construct a bypass around a meter or service.

(Prior code § 11-7.305)

11.28.100 - Property owners' responsibility.

Owners of property will be held responsible for water used on their premises, although payments will be accepted from tenants. If the tenants do not pay in accordance with the provisions of this chapter, the service may be disconnected and shall not be restored until the delinquent water charges, including the cost of water delivered, applicable surcharges, as well as the cost of reconnecting the service, have been paid. Owners of property shall be responsible for the maintenance of water pipes, water faucets, water plumbing fixtures, and all other water services appliances from the point the water meter exits into the plumbing of the property owner. No owner or manager or any other person responsible for the day-to-day operation of any premises shall fail to initiate steps to repair any leaking, broken or defective pipes, faucets, plumbing fixtures, other water appliances, sprinklers, watering or irrigation systems within seventy-two (72) hours after the owner or manager or other responsible person knew or should have known of such leaks, breaks or defects. A written request sent by certified mail to repair such defect or defects from a City representative shall constitute sufficient notice.

(Prior code § 11-7.306)

11.28.110 - Termination of service.

The City shall terminate service to any customer due to excessive violations of this chapter after written notice to the customer. The notice shall be posted on the door of the customer by door hanger at least two business days or sent by mail three business days before the termination of service. For purposes of this chapter, "excessive violations" means more than four violations within a six month period.

(Prior code § 11-7.307)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.120 - Unlawful to provide false information.

It is unlawful for any person, firm, partnership, association, corporation, or political entity to use water obtained from the water system of the City through fraud, including misrepresentation made to obtain a particular allocation of water, or for any prohibited or restricted use as herein defined in this chapter.

(Prior code § 11-7.308)

Article 5. - Drought and Other Water Emergency Conditions

11.28.130 - Drought declaration.

Enactment of the ordinance codified in this chapter shall cause the present implementation of mandatory prohibitions and requirements as set forth in Section 11.28.160 of Article 6. Stages 1 through 5 are established to achieve subsequent reduction goals in potable water consumption of ten (10%) percent, fifteen (15%) percent, twenty (20%) percent, and thirty (30%) percent or more as deemed necessary due to drought conditions or other prolonged water emergencies. Stage 5 is established for up to fifty (50%) percent water reduction and water emergency declarations. Stage changes will be implemented by resolution of the City Council. A duly noticed public hearing is required when going from Stage 1 up to and inclusive of Stage 5.

Stage changes shall be based upon the trigger mechanisms and criteria set forth in this article. Affected customers shall be notified of stage changes by notice on the utility bill or by actual written notification mailed to the billing address on record with the City Finance Department.

(Prior code § 11-7.501)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.140 - Trigger mechanisms.

The City Council may declare a drought and direct the City Manager to implement all provisions of Article 6 of this chapter when one or more of the following conditions exist:

(a) The average static groundwater basin level reaches thirty (30') feet below sea level as determined by the Water Production Supervisor by means of monthly groundwater soundings at the water production wells, or if the estimated groundwater demand for the year exceeds 6,000 acre feet, the estimated safe yield for groundwater extraction;

(b) A cutback of available surface water supplies obtained from the Central Valley Project or South San Joaquin Irrigation District occurs;

(c) A drought is declared by the Governor of California covering the water sources used by the City, and subsequent reductions of water supplied to the City will occur or are likely to occur;

(d) Any unusual situation or circumstance which affects the quantity or quality of the water supply.

(Prior code § 11-7.502)

(Ord. No. 1227, § 1(Exh. A), 10-18-2016)

Article 6. - Water Conservation and Rationing Plan, Water Emergency Plan, Variances and Appeals

11.28.150 - Amendments.

The provisions of this article may be amended from time to time or as deemed necessary by the City Council.

(Prior code § 11-7.601)

11.28.160 - Mandatory prohibitions and requirements.

(a) *Prohibitions.* The following actions and activities are prohibited:

(1) Allowing flagrant water waste or incidental water runoff from your property when irrigating with potable water.

(2) Using hoses with no shutoff nozzles to wash vehicles.

(3) Using potable water to operate non-recirculating decorative water features, including splash pads.

(4) Irrigating outdoors during and within 48 hours following a measurable rainfall. "Measurable rainfall" means any amount of precipitation that generates a puddle or runoff.

(5) The serving of drinking water other than upon request, in eating or drinking establishments.

(6) Using potable water to irrigate ornamental grass or turf on public street medians.

(7) Using potable water to irrigate outside of newly constructed homes and buildings in a manner that is inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

(b) *Mandatory requirements.*

(1) Any customer must properly maintain all outdoor plumbing and irrigation systems and control all leaks within seventy-two (72) hours of discovery or notification.

(2) Customers shall practice prudent water conservation measures, including:

(i) Planting drought-tolerant landscapes;

(ii) Installing and maintaining water-efficient irrigation systems such as drip and bubble irrigation with weather or soil-based controllers;

(iii) Installing sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff;

(iv) Watering only in the late night or early morning hours during non- windy periods.

(3) A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use.

(4) All swimming pools, hot tubs, and spas installed after May 1, 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a ninety (90%) percent water recovery standard.

(5) Each swimming pool, hot tub and spa installed after July 15, 2015 must have a non-permeable floating cover or equivalent device that provides ninety (90%) percent surface coverage.

(Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.170 - Stage 1 water restrictions.

This section applies to any person, owner or manager responsible for the day-to-day operations of a premise. In addition to the mandatory prohibitions and requirements in section 11.28.160, the following requirements apply:

(a) All landscape irrigation is restricted to before 9:00 a.m. or after 7:00 p.m. daily. This applies to residential, commercial, industrial, institutional, municipal and other public agencies or entities.

(b) Restaurants and commercial lodging establishments must post notice of drought conditions.

(c) Hotels and motels must offer guests an option to opt out of linen/towel service.

(Prior code § 11-7.603)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.180 - Stage 2 water restrictions.

In addition to Stage 1, the following requirements apply:

(a) Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated three (3) days per week as follows:

(1) Odd-numbered addresses may irrigate only on Monday, Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.

(2) Even-numbered addresses may irrigate only on Tuesday, Thursday and Sunday before 9:00 a.m. and after 7:00 p.m.

(3) At any time provided that only drip, microspray or bubbler irrigation is used.

(b) Any customer must repair and control all outdoor water leaks that violate this Chapter, as determined by the City, within forty-eight (48) hours of discovery or notification.

(Prior code § 11-28.180)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.190 - Stage 3 water restrictions.

In addition to Stages 1 and 2, the following requirements apply:

(a) Except as otherwise provided, individual residential car washing is allowed only with the use of a bucket. "Individual residential car washing" means the cleaning with potable water of a motor vehicle that is registered to an individual who lives on the premise.

(b) Automobile and recreational vehicle dealerships are allowed to continue washing vehicles with a hose that is fitted with a shut-off nozzle or flow restriction device attached under the following conditions:

(1) Automobiles and recreational vehicles may be washed only on Friday using the method outlined above.

(2) An automobile, motorcycle, boat or motorhome may be washed the day before or the day of delivery to the purchaser using the method outlined above before 9:00 a.m. or after 7:00 p.m.

(c) No customer may add water or refill a swimming pool, spa or hot tub unless it has a separation tank and water recovery system installed in the filter backwash system, with a ninety (90%) percent water recovery standard and it is a maintenance or health and safety issue.

(Prior code § 11-7.605)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.200 - Stage 4 water restrictions.

In addition to Stages 1, 2 and 3, the following requirements apply. Landscapes, including residential, commercial, industrial, institutional, municipal and other public agencies or entities, may be irrigated two days per week as follows:

(1) Odd-numbered addresses may irrigate only on Wednesday and Saturday before 9:00 a.m. and after 7:00 p.m.

(2) Even-numbered addresses may irrigate only on Thursday and Sunday before 9:00 a.m. and after 7:00 p.m.

(Prior code § 11-7.606)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.210 - Stage 5 water restrictions and Water Emergency declaration.

(a) The City Council may mandate specific restrictions and prohibitions which may include but are not limited to:

(1) All water uses not required for public health and safety and fire protection are prohibited.

(2) No outdoor potable water uses are allowed.

(3) No recreational water uses are allowed.

(4) The Utilities Director shall establish water budgets for all customer accounts.

(b) The City Council may declare a water emergency and direct the City Manager to implement appropriate water conservation and/or rationing requirements consistent with this chapter when one or more of the following conditions exist:

(1) A decrease in the ability to draw groundwater due to well contamination, well failure or other equipment or system failure, and no alternative source of water is available,

(2) Contamination of the water system,

(3) Natural disasters affecting water deliveries,

(4) During times of floods which would affect water quality,

(5) Sabotage or threats of sabotage against the water system,

(6) Any unusual situation or circumstance which affects the quantity or quality of the water supply.

(Prior code § 11-7.607)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.220 - Temporary rate increases.

When drought or water emergency conditions are declared by the City Council, it may become necessary to implement a temporary rate increase to cover reduced revenues as a result of conservation. Rates may be increased by resolution of the Council when it is determined that revenues are inadequate.

(Prior code § 11-7.608)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.230 - Excess water use surcharge.

(a) During periods of a declared drought or water emergency, the City Council may, by resolution, establish a water rate structure which provides incentives (or disincentives) to conserve water use.

(b) Any water user may seek to have the excess water use surcharge waived or forgiven through the variance process set forth in subsection 11.28.240(b) of this chapter upon substantial evidence of the following:

(1) The excess water use was beyond the user's control, and was not reasonably correctable due to special and unique circumstances, or

(2) An incident or condition occurred where public health or safety would have been threatened by decreased water usage.

(Prior code § 11-7.609)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.240 - Variances on usage restrictions or usage allotments.

The Director, shall document the type and character of any residential, commercial, or industrial user or public authority requesting a variance in the assigned water goal in Phase I, II, III or IV of this chapter. The Director shall maintain a separate file of each variance request and the response to that request. This file shall be available for public inspection during regular business hours.

(a) No variance request will be considered until a water use has been prohibited or an excess use fee has been assessed on the customer's bill.

(b) The Director may grant a variance for uses of water otherwise prohibited or adjust any consumer's allotment or billing, if the Director finds and determines that to fail to do so would cause an emergency condition affecting health, sanitation, or fire protection or causes undue hardship of the applicant or public.

(c) If any condition upon which the variance request approval was based cease to exist (e.g., an occupant of the home vacates), the billed user of the home is responsible for notifying the Finance Department of the change for an appropriate adjustment to the user's allotment.

(d) The City may request periodic confirmation from the billed user that all conditions upon which the variance request was approved are still in existence. Failure on the part of the user to respond to any reasonable inquiry shall be grounds for termination of the variance. Supplying false or erroneous information in such an inquiry for the purpose of obtaining or maintaining additional water allotments shall be deemed fraud.

(Prior code § 11-7.610)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.250 - Appeals.

Any water service customer who considers an action taken by the City under this chapter to have been erroneously taken, may appeal the action and decision to the City Manager as set forth in Section 1.12.010. The appellant shall continue to pay the monthly charge as billed pending the completion of the appeal process.

(Ord. 1111 § 4 Exh. A (part), 2007: prior code § 11-7.611)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015)

11.28.260 - Temporary water service.

Notwithstanding any other provisions of this chapter, no prohibition is expressly imposed upon applications, approvals, or installations of water service facilities solely for temporary service to those construction works which are entitled to permanent water service facilities under the terms of this chapter. However, the Director may, at his/her discretion, suspend the issuance of water permits for such temporary uses such as construction works, when acceptable alternative nonpotable sources are available.

(Prior code § 11-7.612)

11.28.270 - Residential use without prior history.

Where there is no prior history of use and notwithstanding any reduction of water use which would otherwise be a goal for residential water users pursuant to the goals as set forth in this chapter, no residential household shall be given a goal to reduce water consumption below the following: The seasonal average consumption customary for that user class or meter class, less than appropriate conservation goal amount.

(Prior code § 11-7.613)

Article 7. - Drawing Water from Fire Hydrants and Construction Water

11.28.280 - Drawing water from fire hydrants.

(a) No person or persons, other than City personnel, shall open any fire hydrant or attempt to draw water therefrom, except through a City-owned hydrant meter, and except pursuant to a permit obtained from the City and approved by the Director or his/her designee in control of such hydrant.

It is unlawful and a misdemeanor to violate this section. (See TMC Section 1.04.030(b).) Sworn peace officers and other City staff with training in the powers of arrest and designated by the Police Chief are authorized to enforce this section.

(b) A true copy of the obtained permit must, at all times, be in the possession of any person taking water from any fire hydrant. If any such person fails to display the permit copy upon demand, the City reserves the right to discontinue service and take possession of the City-owned meter and any appurtenances thereto. A service reinstatement fee will be charged to the applicant for reinstatement of such service.

(c) If no City-owned meter is available to the customer, the customer may use load counts, if approved by the City, and notify the Development Services Department of the count each and every Friday.

(d) Regardless of whether a City-owned meter or load count is utilized, a per day fee will be paid by the permittee for each and every day the permit is in effect, including weekends and holidays, regardless of whether water is used or not used.

In addition to the per day fee, the permittee will be charged for the amount of water metered or a load or loads counted at the prevailing rate schedule plus an administrative fee.

(e) When a City-owned meter is utilized, a deposit in an amount determined by City Council resolution shall be required. The deposit will be returned to the permittee upon closure of the water permit and payment of all applicable fees. The City may use the deposit for any of the unpaid fees.

(Prior code § 11-7.701)

(Ord. No. 1227, § 1(Exh. A), 10-18-2016)

11.28.290 - Construction water usage prohibited during periods of water emergencies.

(a) The use of fresh water for construction uses during a period of declared drought or during water emergencies is prohibited except with the City's written approval.

(b) The use of fresh water for dust control or other construction purposes is prohibited during a declared drought or water emergency when an alternative approved water source is available. The City's Wastewater Treatment Plant may, in a drought or water emergency, provide recycled wastewater or stormwater, at the per day permit fee, plus actual water consumption, plus an administrative fee, to water trucks for construction purposes whenever feasible.

(1) The Director may waive this prohibition on days of extreme winds which cause a dust control problem, if he or she determines that extreme winds are prevalent which are creating a dust control nuisance which must be abated immediately.

(2) In such instances, a one-day permit may be arranged through the Director. The permit will expire at the end of the work day, and usage of potable-quality water will be billed at the per day permit fee, plus actual water consumption, plus an administrative fee.

(Prior code § 11-7.702)

(Ord. No. 1196, § 1 (Exh. A), 6-16-2015; Ord. No. 1227, § 1(Exh. A), 10-18-2016)

ATTACHMENT F

CITY OF TRACY
2015 UWMP
GROUNDWATER
MANGEMENT PLAN

APPENDIX I:
REGIONAL GROUNDWATER MANAGEMENT PLAN (EXCERPTED)

Groundwater Management Plan for the Northern Agencies in the Delta-Mendota Canal Service Area

Groundwater Management Plan Update



San Luis & Delta-Mendota Water Authority

July 2011

Revised November 7, 2011

AECOM 1120 West "I" Street, Suite C Los Banos, CA 93635

Groundwater Management Plan for the Northern Agencies in the Delta-Mendota Canal Service Area

San Luis & Delta-Mendota Water Authority

Client Representative: Frances Mizuno

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60185608.0001

July 2011
Revised November 7, 2011

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Appendix A

USBR GAMA Water Quality Data for Tracy Subbasin Area

Section 2
The Groundwater Management Area

The DWR divides California into 10 hydrologic regions (HRs), which generally correspond to the State's major drainage areas (DWR, 2003). The HR and the GMA are shown in Figure 1. The San Joaquin River HR was further divided into separate subbasins largely based on political considerations for groundwater management purposes (Figure 2). Figure 2 depicts the groundwater subbasins as described in the DWR Bulletin 118 Update 2003, and the relative location of the GMA boundaries within the subbasins. The GMA lies within the Tracy (5.22-15) and Delta-Mendota (5.22-07) Basins of the San Joaquin River HR, and covers western portions of Merced, Stanislaus and San Joaquin Counties. The GMA is generally bounded:

- on the North by Old River;
- on the west by the Coast Range Mountains, Alamedas County, and those portions of Byron Bethany Irrigation District that lie outside the CVP Service Area;
- on the south by San Luis Water District and Santa Nella Village; and
- on the east by the San Joaquin River and Central California Irrigation District.

The GMA encompasses 173,000 acres. Figure 3 shows the boundaries of the GMA.

The GMA encompasses the following agricultural water supply districts: Banta-Carbona Irrigation District, Westside Irrigation District, West Stanislaus Irrigation District, Patterson Irrigation District, Del Puerto Water District, and the Central Valley Project Service Area (CVPSA) within the Byron-Bethany Irrigation District. Del PuertoWater District includes the former Davis, Foothill, Mustang, Orestimba, Hospital, Kern Canon, Quinto, Romero, Salado, and Sunflower Water Districts. The CVPSA within the Byron-Bethany Irrigation District is the former Plainview Water District. In addition, the GMA encompasses: the City of Tracy (Tracy), the City of Patterson (Patterson), several unincorporated communities, and unincorporated and non-district lands within San Joaquin County represented by the SJFCWCD. A list of the current PAs involved in the GMP-NA is given in Table 1.

Table 1
List of Agencies Participating in the Groundwater Management Plan

- San Luis & Delta-Mendota Water Authority (SLDMWA)

Water or Irrigation District:

- Banta-Carbona Irrigation District (BCID)
- Byron-Bethany Irrigation District (only the CVPSA) (BBID)
- Del Puerto Water District (DPWD)
- Patterson Irrigation District (PID)
- West Stanislaus Irrigation District (WSID)
- Westside Irrigation District (WID)

Cities:

- City of Tracy (Tracy)
- City of Patterson (Patterson)

Non-District Lands:

- San Joaquin County Flood Control and Water Conservation District (SJFCWCD)

flow directions appear to continue to be generally consistent with the northeasterly trend towards the San Joaquin River, as noted above, with some localized variations for well pumping depressions and various minor physiographic features that effect drainage and recharge.

The previous GMP (Stoddard & Associates, 1996) indicated that the average groundwater levels from 1986 through 1993 have declined in the subbasins, but from 1993 through 1994, water levels rose throughout the study area, demonstrating recovery in the groundwater storage system. That report concluded that the study area was in a hydrologically balanced condition over the study period.

As a part of this planning effort, changes in groundwater levels in the upper zone were examined over the 1993 to 2008 period. From Spring 1993 through Spring 1998, the groundwater levels continued to rise throughout most of the GMA (Figure 6). This pattern reversed during the Spring 1998 to Spring 2004 period (Figure 7). From Spring 2004 through Spring 2008, the groundwater levels recovered slightly throughout most of the GMA, with localized areas where water levels continued to decline west of the City of Newman, and northeast of Tracy (Figure 8). Longer-term trends in the groundwater levels can be observed in the figures showing change in groundwater levels from 1993 through 2008, and 1998 through 2008 (Figure 9 and Figure 10). Over these longer time frames the groundwater levels appeared to be generally hydrologically balanced across much of the GMA throughout the study period, with local areas of consistent decline persisting west of Newman and in the area of Tracy. The change in groundwater levels in the northern part of the subbasin (Tracy to Westley) appears to show a consistent decline in groundwater levels. This decline could be indicative of a developing overdraft condition in that area.

The groundwater levels underlying the vicinity of Patterson appeared to have minimal net change and appeared generally hydrologically balanced through the study period. The DWR groundwater database utilized a number of different wells for groundwater level measurements between 1993 and 2008 for the central part of the GMA (West Stanislaus ID and Patterson ID). Data from close-by monitoring wells was used to calculate groundwater level elevation changes when there was no other information available. For this reason, some actual local elevation changes may differ slightly from those depicted on the groundwater elevation change maps. The minimal apparent net change in groundwater level elevation seems to indicate equilibrium within the GMA between recharge and use during the study period. The change in groundwater levels in the southern part of the subbasin (West of Newman) also appears to show a consistent decline in groundwater levels. This decline could also be indicative of a developing overdraft condition in that area. However, further south in the Merced County portions of the GMA (West of Ingomar), the long-term change in groundwater levels appears to indicate this area is generally hydrologically balanced.

3.6 **Groundwater Quality**

Between March and July 1985, the United States Geologic Society (USGS) analyzed water samples from 44 wells in the northern part of western San Joaquin Valley (Dubrovsky, et al., 1991). The objective was to assess the geochemical relations and distribution of major ions and selected trace element concentrations in groundwater of the area. Their results indicate a relatively better quality of water in the confined zone than in the semiconfined zone. These results were supportive of those of Hotchkiss and Balding (1971). Concentrations of selected

constituents reported by USGS (Dubrovsky, et al., 1991) in both zones are provided in Table 3. It was concluded that the areal and vertical distributions of groundwater of varying quality has been affected by different agricultural and natural sources of recharge, and the sources and geochemical nature of the sediments are products of a depositional environment.

Table 3
Chemical Analysis of Selected Constituents in Groundwater

State Well No.	Sampling Date	Sulfate	TDS	N	Boron	As	Se
			(mg/L)			(µg/L)	
Upper Zone							
2S/5E-13P1	3/28/85	320	1400	9.1	2.20	<1	4
3S/6E-07E1	3/11/85	230	1100	6.4	1.60	1	2
4S/7E-33B1	3/12/85	370	1400	0.1	0.90	3	10
5S/7E-01M2	5/01/85	120	750	18.0	0.58	<1	2
5S/8E-22C1	4/30/85	1200	2400	0.9	2.20	3	13
6S/8E-04P1	5/16/85	540	1300	15.0	0.51	<1	4
7S/8E-13N1	3/26/85	300	1900	11.0	0.64	<1	<1
8S/8E-01H1	3/27/85	120	750	11.0	0.48	<1	2
Lower Zone							
2S/5E-21D1	3/27/85	220	650	2.3	1.30	1	3
2S/6E-20L2	5/21/85	140	510	<0.1	0.57	5	<1
3S/5E-20A2	3/28/85	330	920	1.4	3.00	<1	2
3S/6E-26Q1	3/12/85	120	710	5.6	0.79	<1	1
4S/6E-09M1	3/13/85	44	340	9.1	0.43	<1	2
4S/7E-36Q3	3/13/85	120	690	8.3	0.59	<1	1
5S/7E-27B1	5/16/85	190	760	16.0	1.20	1	5
5S/8E-32K3	4/30/85	530	1000	4.0	0.67	1	11
6S/7E-01R1	5/16/85	630	1300	9.6	0.86	1	6
6S/8E-03R2	5/16/85	360	820	6.4	0.41	2	8
7S/8E-27Q1	5/13/85	56	650	10.0	0.47	<1	<1

More recently USGS, in cooperation with DWR, has undertaken a comprehensive study of the groundwater resources within California called the Groundwater Ambient Monitoring and Assessment (GAMA) Program. The GAMA program collects groundwater data for numerous chemical constituents of the water from numerous wells throughout the various groundwater basins within the State. Currently, within the GMA only the initial study of the Northern San Joaquin Study Unit has been published (Faunt, C.C., ed., 2009). This Study Unit consists of four subbasins defined in Bulletin 118 including the Tracy subbasin in western San Joaquin County. The results of that study are presented in the attached Appendix A. The remainder of the GMA lies within the Western San Joaquin Valley Study Unit, which consist of the Delta Mendota subbasin and the Westside subbasin. Publication of initial study of the Western San Joaquin Valley Study Unit is pending and should be available later in 2011.

3.6.1 Hydrochemical Facies

Chemical analyses of groundwater from the semiconfined zone show considerable variation in water type and concentration of dissolved solids (Hotchkiss and Balding, 1971). In general, the chemical character of the water in the upper water bearing zone (except near Patterson and Crows Landing) is a transitional type, i.e., groundwater in which no single anion or cation reacting value amounts to 50 percent or more of the total reacting values. The transitional type groundwater in the GMA occurs in many combinations.

Groundwater near Tracy is very hard. Northwest of Tracy, in the vicinity of the Jones Pumping Plant, groundwater is a chloride type. The sodium chloride type groundwater in the area northwest of Tracy is probably due to infiltration of water from Old River. Old River water varies from transitional chloride bicarbonate to sodium chloride type (Hotchkiss and Balding, 1971).

Sulfate type groundwater occurs in areas located west of Patterson and Crows Landing. Near Patterson, groundwater is sodium magnesium sulfate type to the west and sodium calcium sulfate type to the east. Waring (1915) mentioned some small sulfur springs on Crow and Orestimba Creeks, indicative of sulfate bearing deposits that are probably responsible for the sulfate groundwater type in the area near Patterson (Hotchkiss and Balding, 1971).

3.6.2 Dissolved Solids

Results of the USGS sampling study showed that in the semi-confined zone the total dissolved solids (TDS) concentration ranges from 750 to 2,400 mg/L. Areal distribution of the data shows a high TDS concentration (>1,500 mg/L) in groundwater in the semiconfined zone measured near Patterson and west of Newman, and low concentration (<1,000 mg/L) is reported near the community of Westley. The TDS concentration in water in the confined zone generally ranged between 500 and 1,000 mg/L. Although high TDS concentrations (>1,000 mg/L) in water in the confined zone have been reported southwest of Patterson by the USGS, Patterson has reported TDS concentrations between 600 and 1,000 mg/L (Patterson, 2004). The distribution of TDS in groundwater in the two zones shows little similarity, with the deeper zone showing relatively low TDS, and shallower zone showing almost consistently high TDS.

3.6.3 Sulfate

Sulfate concentrations vary greatly in both water-bearing zones, but areal distribution is similar in both zones. Highest sulfate concentration in groundwater (>500 mg/L) is measured in an area centered near Crows Landing and Patterson. A similar area of high sulfate concentration was also reported by Hotchkiss and Balding (1971) and is likely related to the Coast Range streams that recharge this area (Hotchkiss and Balding, 1971). Smaller sulfate concentrations were reported in 2004 by Patterson, which detected concentrations in a range between 190 and 380 mg/L (Patterson, 2004). In 2004, Tracy reported groundwater sulfate concentrations between 160 and 330 mg/L (Tracy, 2004). The lowest concentrations of sulfate in groundwater (<100 mg/L) were measured in an area south of Vernalis. The similarity of sulfate concentrations in the GMA could result from the presence of similar sulfate concentrations in the streams that were the major source of recharge under natural conditions over a long period of time.

3.6.4 Boron

Concentrations of boron in groundwater range from 0.48 to 2.2 mg/L in the semiconfined zone and from 0.41 to 3.0 mg/L in the confined zone. Areal distribution of boron in the semiconfined zone shows high concentrations (>0.75 mg/L) near Tracy and northeast of Crows Landing near Patterson. The areal distribution of boron in the confined zone shows high boron concentrations (>0.75 mg/L) near Tracy, Vernalis and west of Patterson. This agrees with the results presented by Tracy (Tracy, 2004). The U.S. Environmental Protection Agency (EPA) suggested criterion for boron concentration in water used for long-term irrigation of sensitive crops is 0.75 mg/L. This limit was exceeded in four samples in the semiconfined zone and five samples in the confined zone (Table 3).

3.6.5 Arsenic

Recently, the federal primary drinking water standard maximum contaminant level (MCL) for arsenic was lowered from 50 µg/L to 10 µg/L. This change became effective for all states as of January 23, 2006, and California's revised arsenic MCL of 0.010 mg/L (equivalent to 10 micrograms per liter, µg/L) became effective on November 28, 2008 (DPH, 2008). Currently, the California standard is consistent with the federal standard. Arsenic is typically derived by dissolution of igneous parent materials, and released from iron and manganese oxides when pH declines. Based on the USGS study, arsenic concentrations in the groundwater samples from the semi-confined aquifer in the GMA vicinity ranged between 1 and 38 µg/L, which at that time were below the MCL (Dubrovsky, et al, 1991). Based on the USGS study, arsenic concentrations in the groundwater samples from the confined aquifer in the region ranged between 1 and 18 µg/L. Within the GMA the highest reported arsenic concentrations were 3 µg/L and 5 µg/L, respectively. In both aquifers, arsenic concentrations were reported that exceeded the current MCL in the vicinity of the GMA, but none within the GMA. The arsenic distribution between the groundwater in the semi-confined and confined aquifers showed little difference. However, the areal distribution showed an increase in arsenic concentrations in the GMA toward the southeast. The concentrations increased in the Sierran sediments. The increase is probably related to the higher proportion of Sierra sediments in the profile towards the southeast. In their respective water quality reports, Tracy reported arsenic concentrations as high as 3 µg/L, and Patterson reported arsenic concentrations as high as 6 µg/L, which are below the current MCL (Tracy, 2004; Patterson, 2004).

3.6.6 Selenium

Selenium concentrations in the GMA groundwater range from a less than detectable limit of 1 µg/L to 13 µg/L (Table 3). The current MCL for selenium in drinking water is 50 µg/L. The selenium MCL concentration was equaled or exceeded in two samples from the unconfined zone and in one sample from the confined zone. The concentration and areal distribution of selenium were similar in both zones. Selenium concentrations are relatively high (10 µg/L) in a narrow area of both zones between Patterson and Crows Landing. Lower concentrations (between 3 and 8 µg/L) were reported in 2004 by Patterson (Patterson, 2004). However, higher concentrations (non-detect to 10 µg/l) were reported in 2009, consistent with the range shown in Table 3 (Patterson, 2009). In the Tracy and Vernalis area, the selenium concentrations range between 1

μg/L to 5 μg/L. The USGS (Dubrovsky, et al., 1991) study concluded that selenium was transported to the area under natural conditions by runoff from the Coast Range.

3.6.7 Nitrate

The MCL for nitrate in drinking water is 45 mg/L. The USGS (Dubrovsky, et al., 1991) sampling study indicated that no well water in the GMA exceeds the MCL for nitrate. This agrees with the results presented by Tracy (Tracy, 2009). However, Dubrovsky et al (1991) mentioned that there were reports of nitrate MCL exceedance in shallow domestic wells. In general, higher nitrate concentrations in groundwater exist along the west side of the GMA and in the Westley area. The areas along the San Joaquin River have lower nitrate concentrations (Hotchkiss and Balding, 1971).

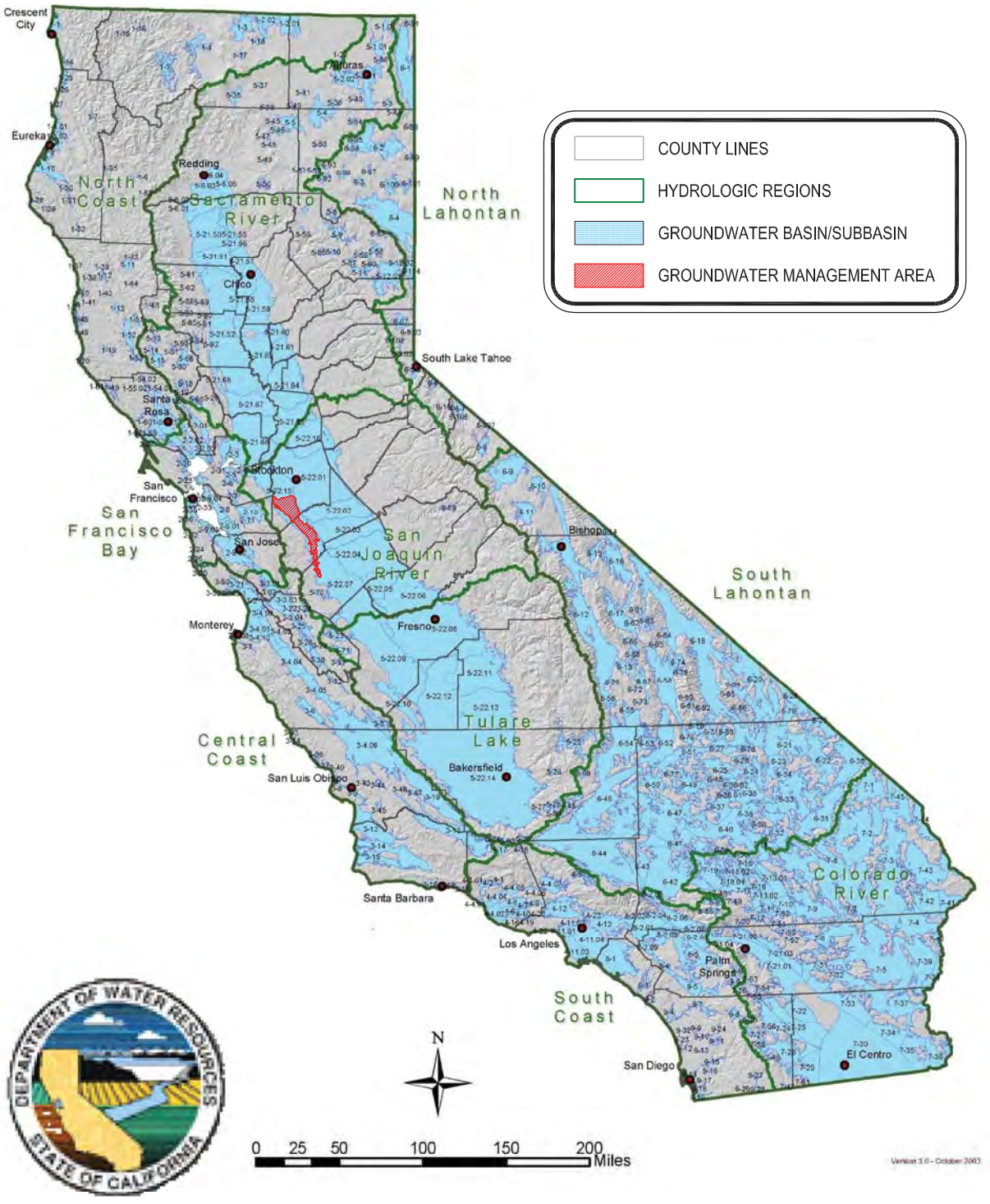
Within both the Tracy and Patterson areas, the quality of the municipal potable water supply is routinely monitored as required by State law. Historical data provided by Patterson for municipal supply wells shows a possible long term trend of increasing nitrate concentrations in some wells, Wells 4, 6 and 8, (Patterson, 2010). These wells tend to be located in the western portion of the distribution network for the City. Well No. 4 had to be removed from operation recently, in 2007, due to continued exceedance of the primary MCL. Upon entering service, nitrate concentrations in Well No. 4 were near the MCL and had remained marginal with water quality frequently at or near the MCL and a few occurrences where sample results had exceeded the MCL during this period of operation. All other wells in operation in Patterson remain viable and show no signs of an increasing trend in nitrate concentrations.

3.6.8 Trace Elements

The Deverel et al. (1984) study (reported by Dubrovsky, et al., 1991) states that the shallow groundwater, near the top of the semiconfined zone and less than 30-feet below the land surface, generally has higher trace element concentrations than the deeper zones. This study indicates that the higher trace element concentrations in the shallow groundwater might correlate with the generally higher TDS concentrations in the shallow groundwater. The higher concentrations probably result from leaching of soil salts and evaporative concentration of shallow groundwater near the land surface.

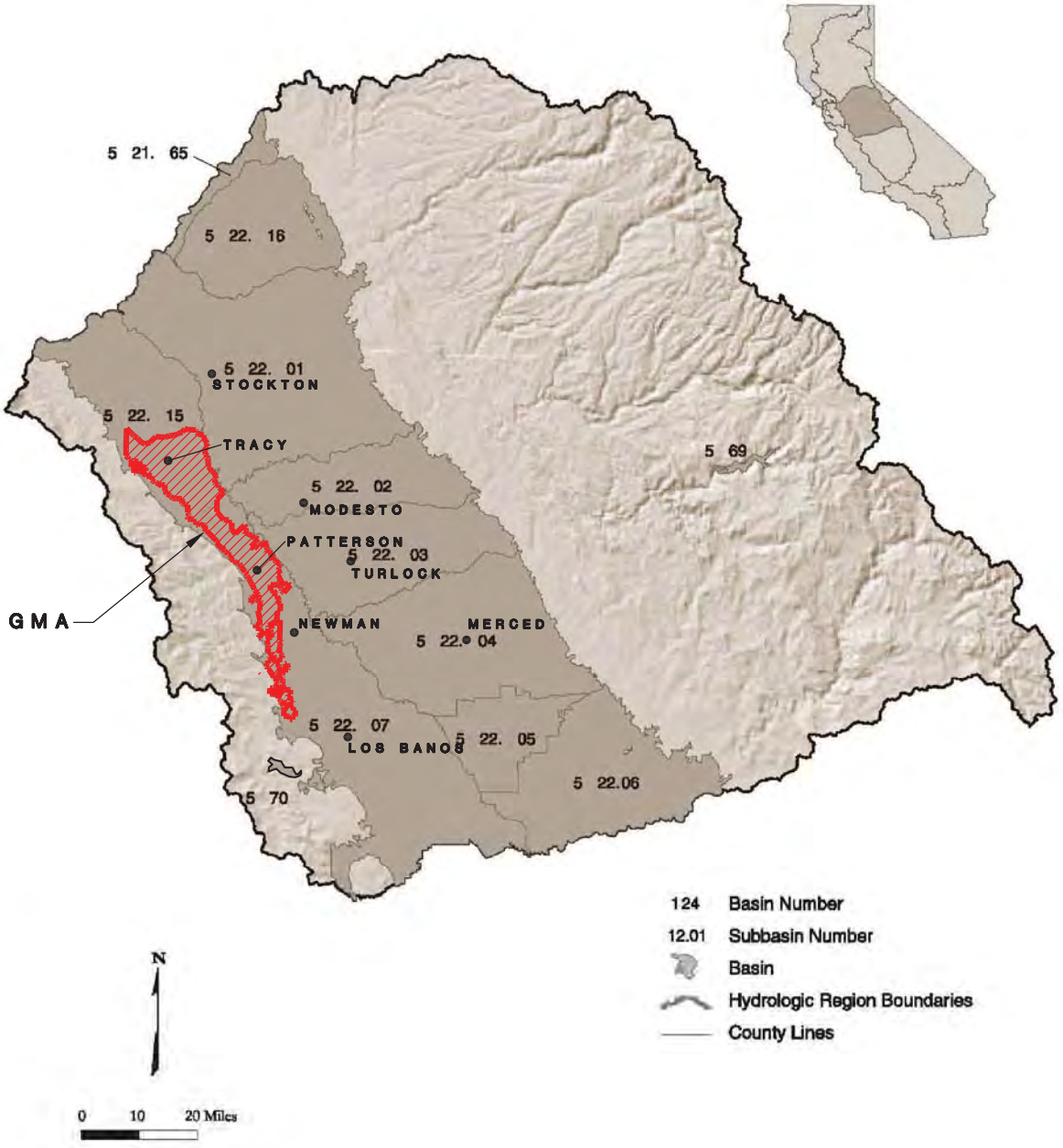
Because of the high variability of groundwater quality in the GMA, focused groundwater supply investigations are necessary to determine if groundwater is suitable for an intended use. Additionally, management practices must be designed and implemented to maintain or improve groundwater quality to meet the differing needs of the users within the GMA.

Groundwater Basins in California



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	HYDROLOGIC REGIONS, CALIFORNIA	60185608	1

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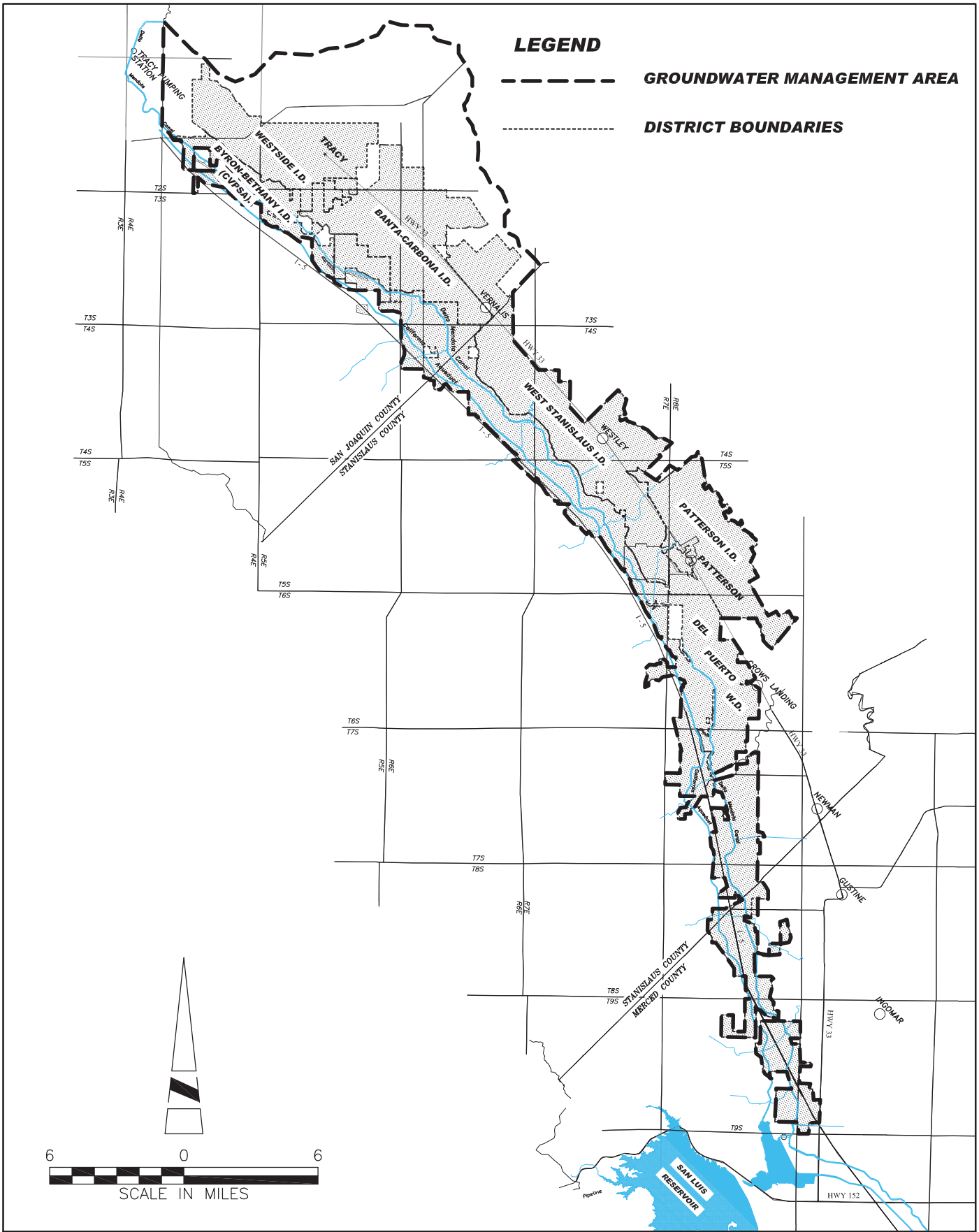
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SUB-BASINS OF THE SAN JOAQUIN RIVER HYDROLOGIC REGION

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FIGURE
2

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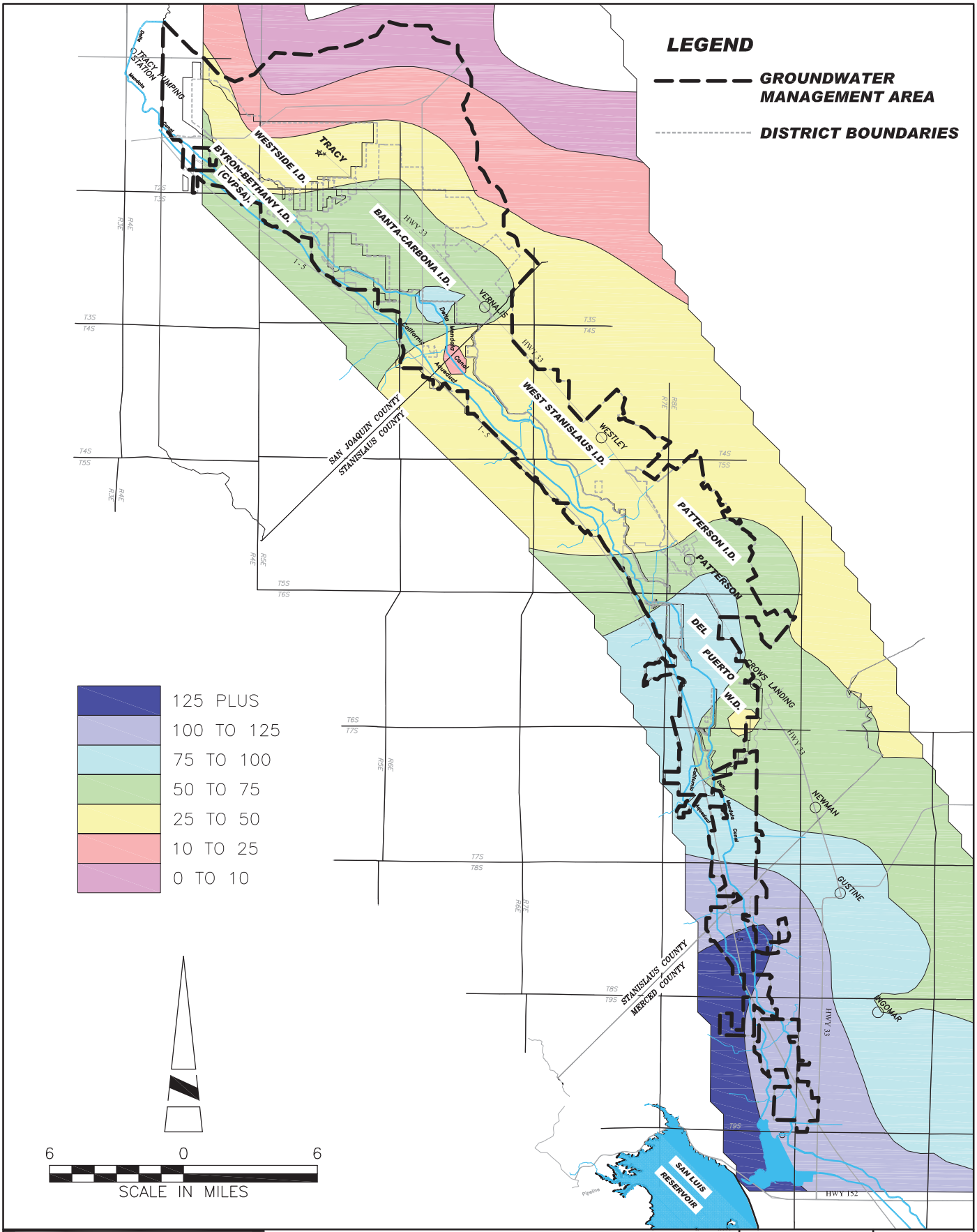
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BOUNDARY OF THE GROUNDWATER MANAGEMENT PLAN

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FIGURE
3

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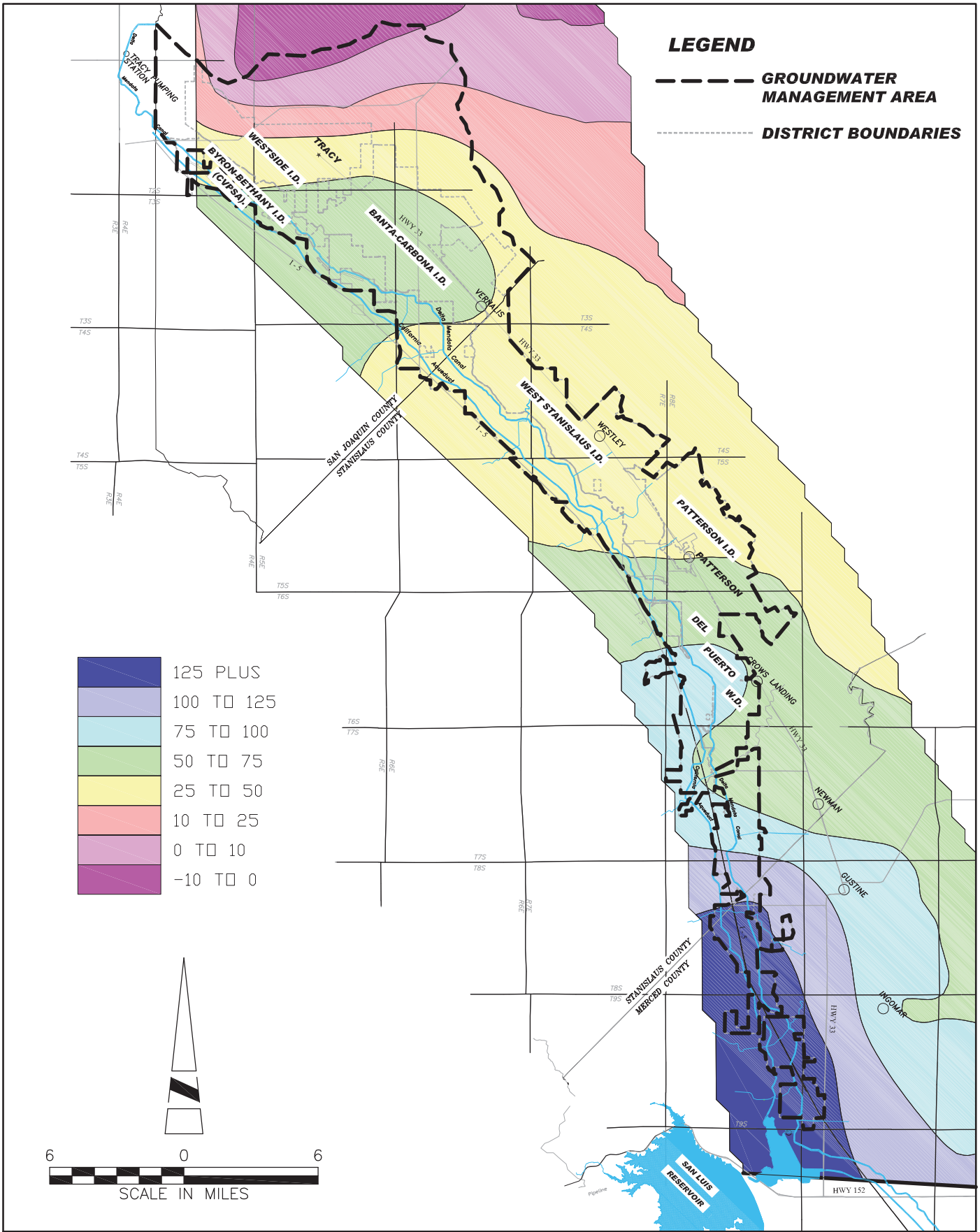
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WATER TABLE ELEVATION SPRING 2004

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FIGURE 4

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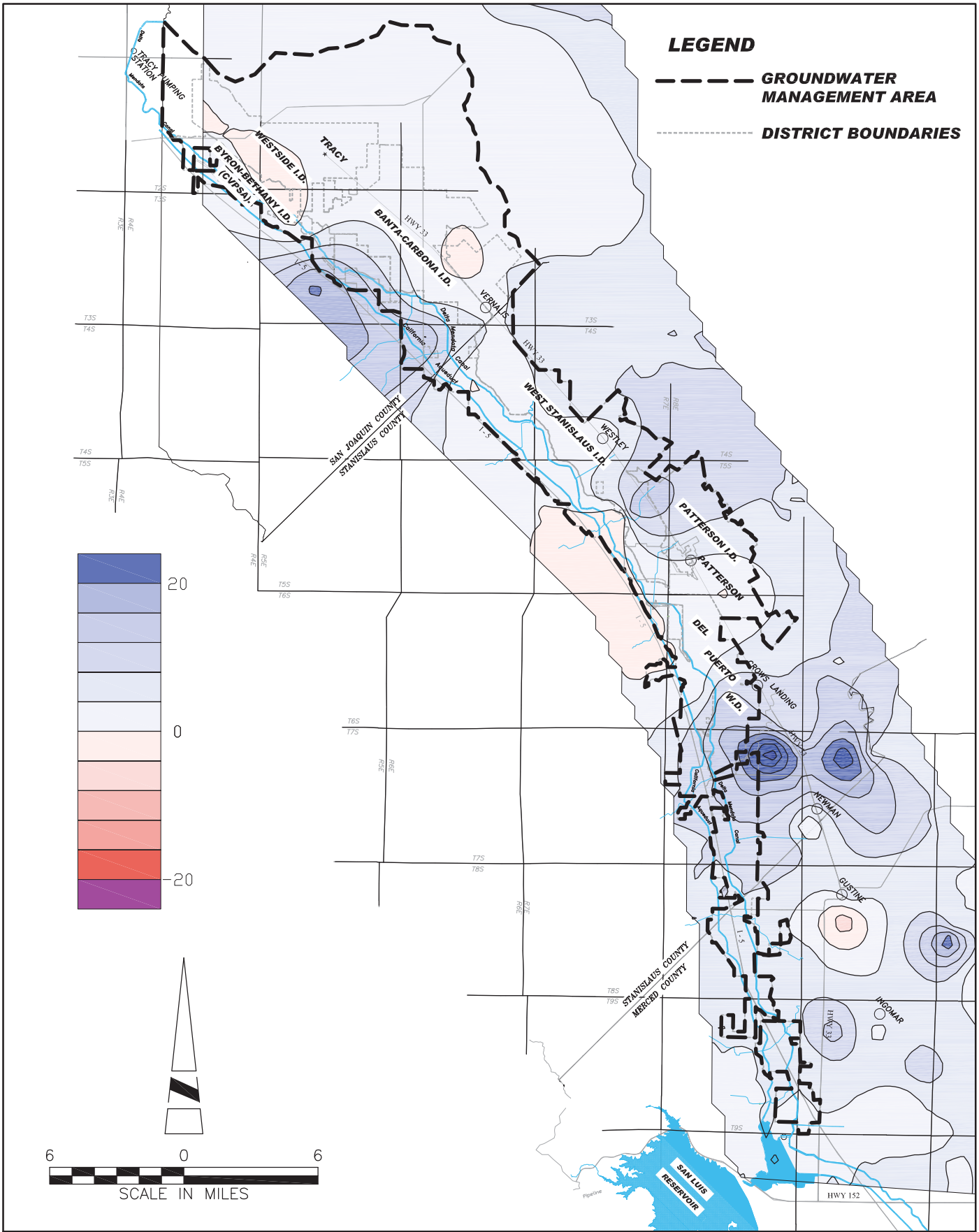
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WATER TABLE ELEVATION
SPRING 2008

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FIGURE
5

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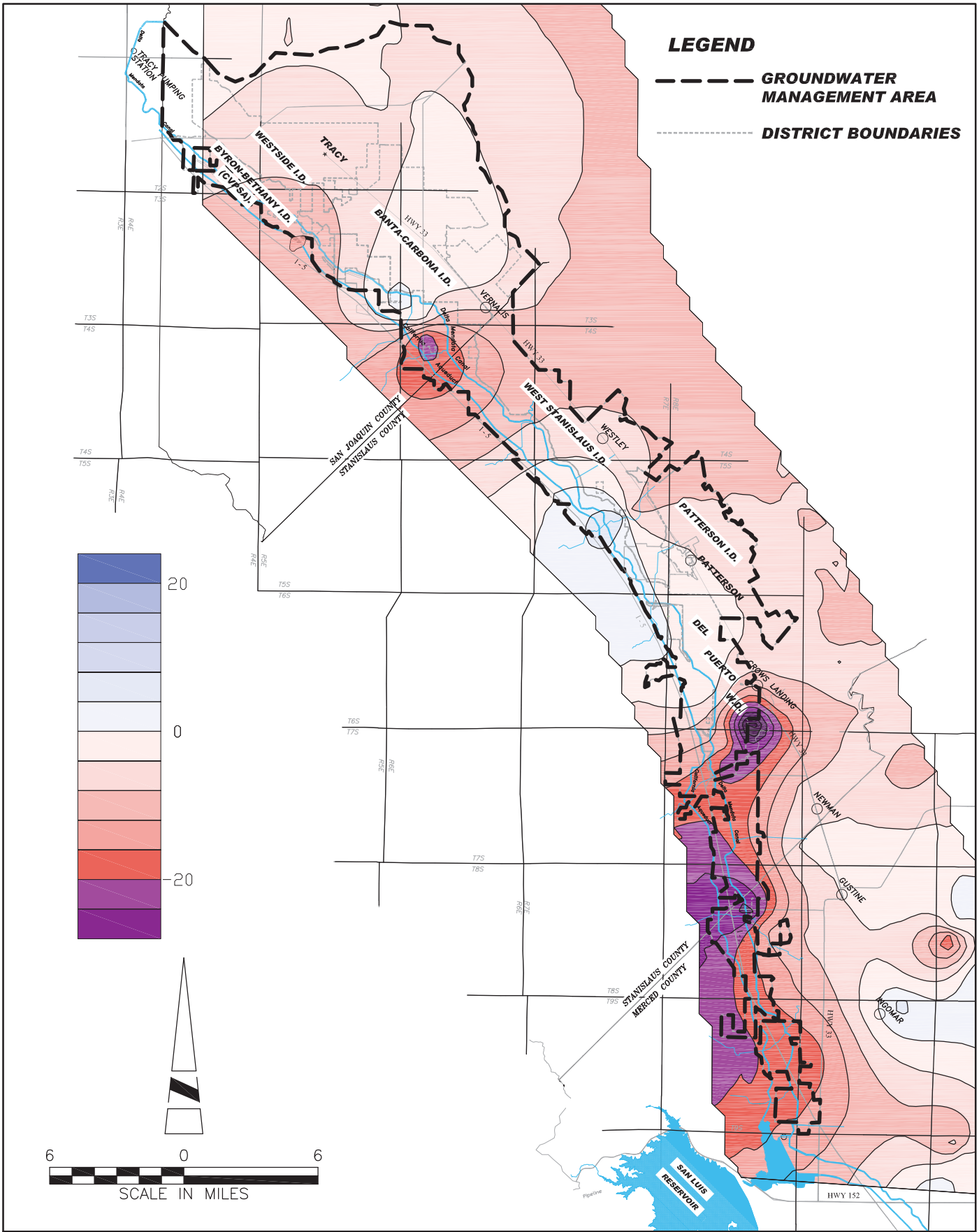
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CHANGE IN WATER TABLE ELEVATION SPRING 1993 TO SPRING 1998

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FIGURE
6



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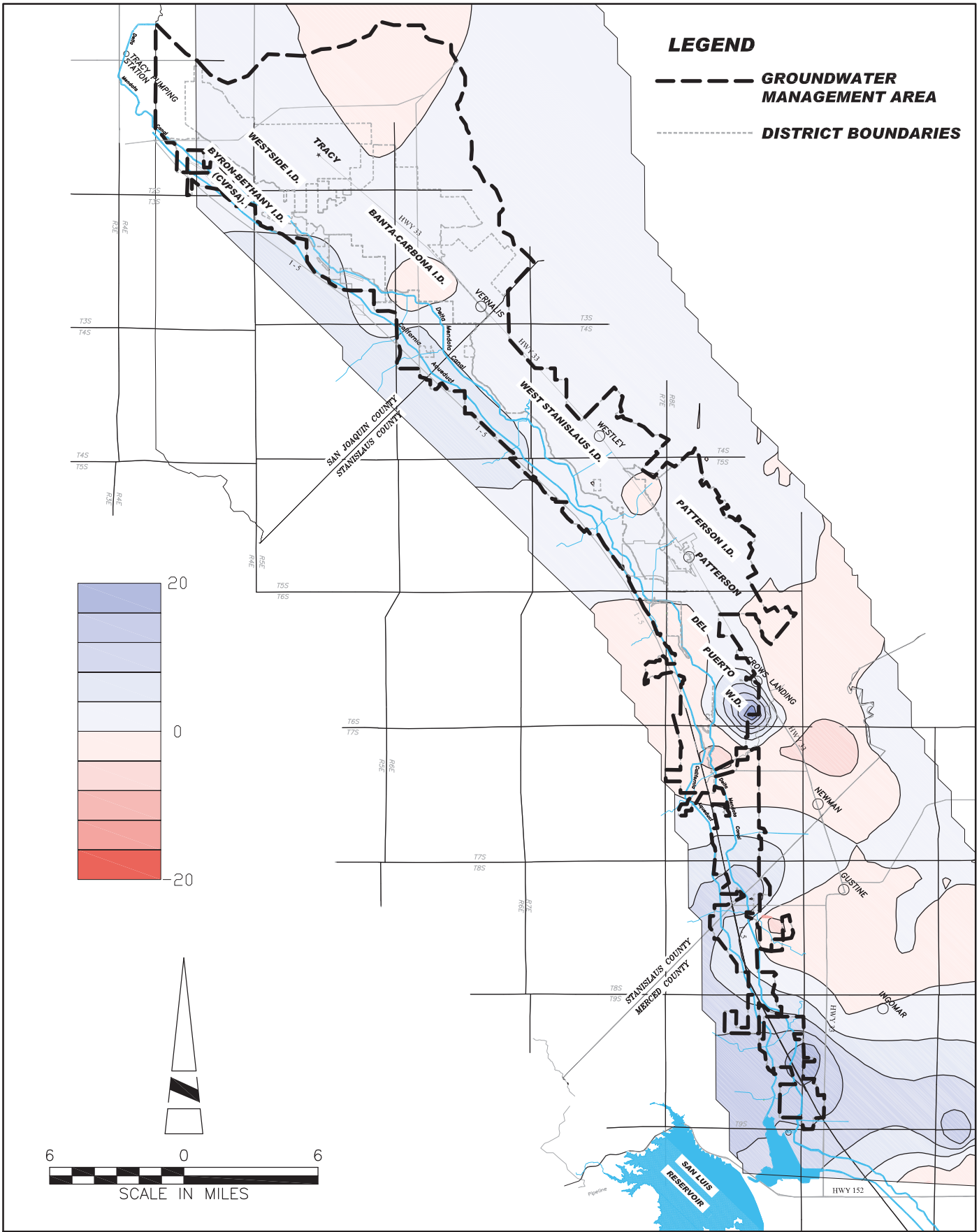
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CHANGE IN WATER TABLE ELEVATION SPRING 1998 TO SPRING 2004

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FIGURE
7

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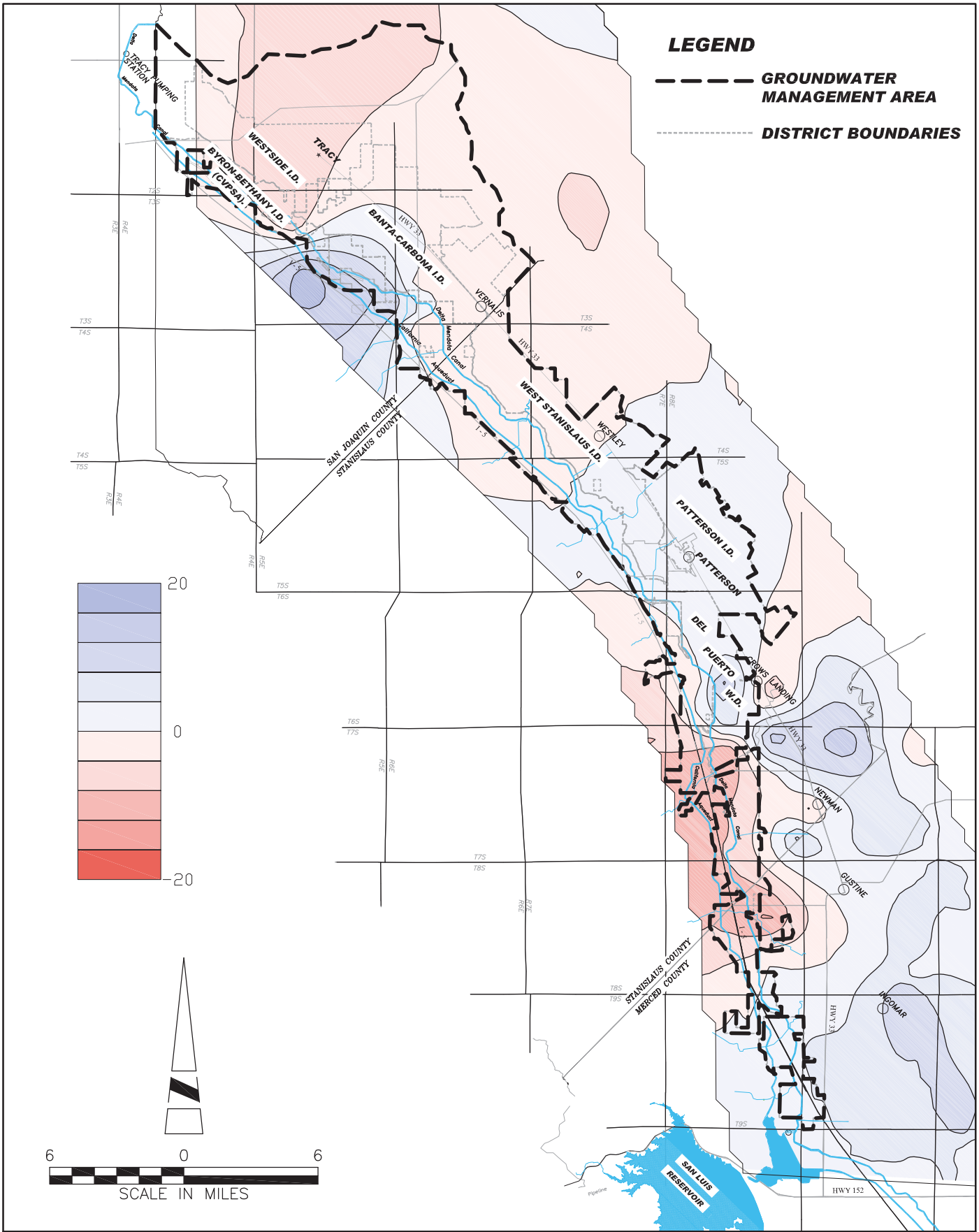
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CHANGE IN WATER TABLE ELEVATION
SPRING 2004 TO SPRING 2008

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FIGURE
8

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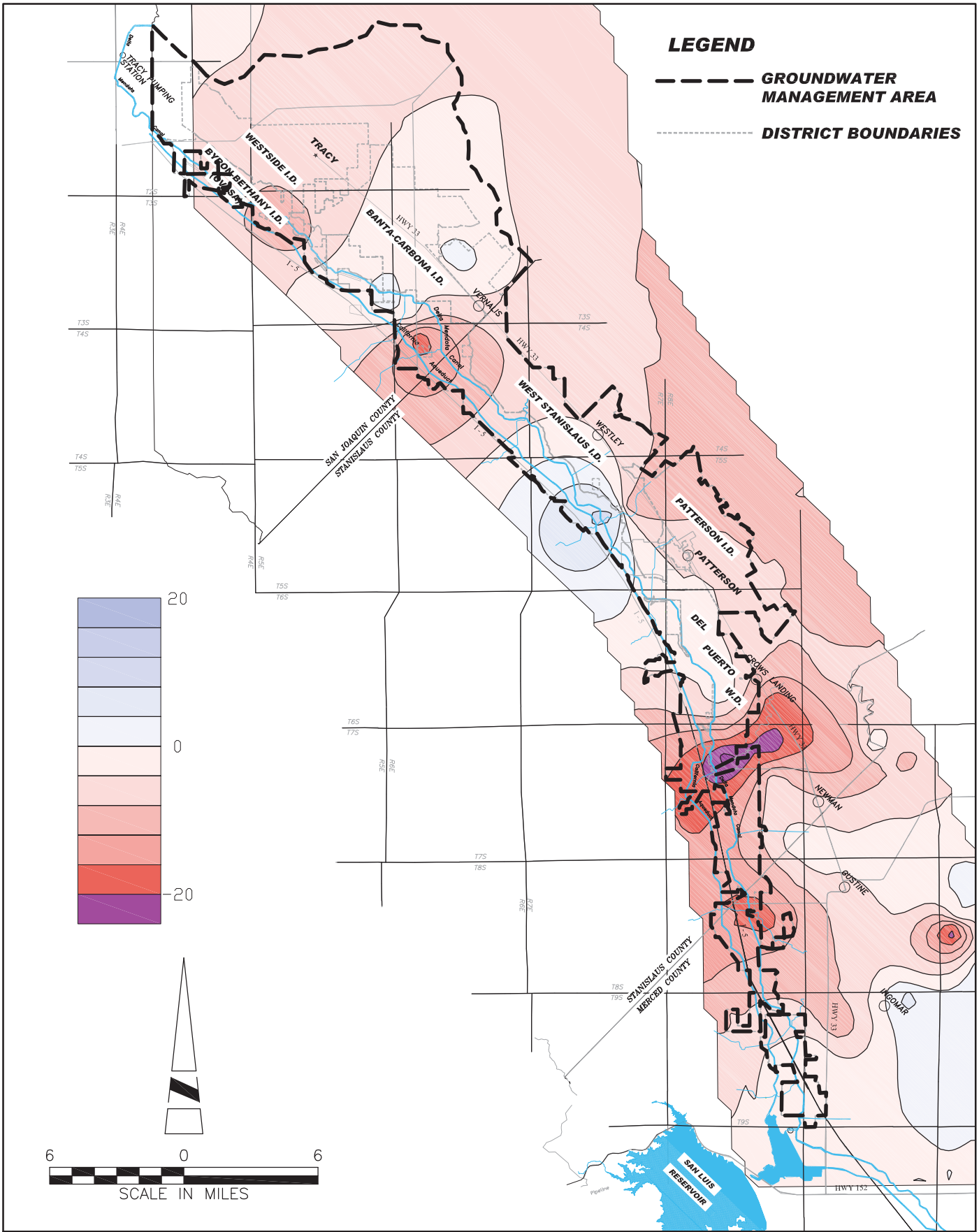
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CHANGE IN WATER TABLE ELEVATION
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FIGURE
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SPRING 1998 TO SPRING 2008

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FIGURE
10

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APPENDIX J:
GROUNDWATER MANAGEMENT POLICY MITIGATED NEGATIVE DECLARATION (EXCERPTED)

GROUNDWATER MANAGEMENT POLICY

MITIGATED NEGATIVE DECLARATION

PREPARED FOR:

CITY OF TRACY
520 TRACY BOULEVARD
TRACY, CA 95376

PREPARED BY:

PMC
PACIFIC MUNICIPAL CONSULTANTS

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Sacramento, CA 95827
916-361-8384

APRIL 2001

MITIGATED NEGATIVE DECLARATION

FOR THE

GROUNDWATER MANAGEMENT POLICY

CITY OF TRACY

Prepared for:

CITY OF TRACY
Development and Engineering Department
520 Tracy Boulevard
Tracy, CA 95376

Prepared by:

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APRIL 2001

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Appendix A City of Tracy Estimated Groundwater Yield Study

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2.1 PROJECT LOCATION

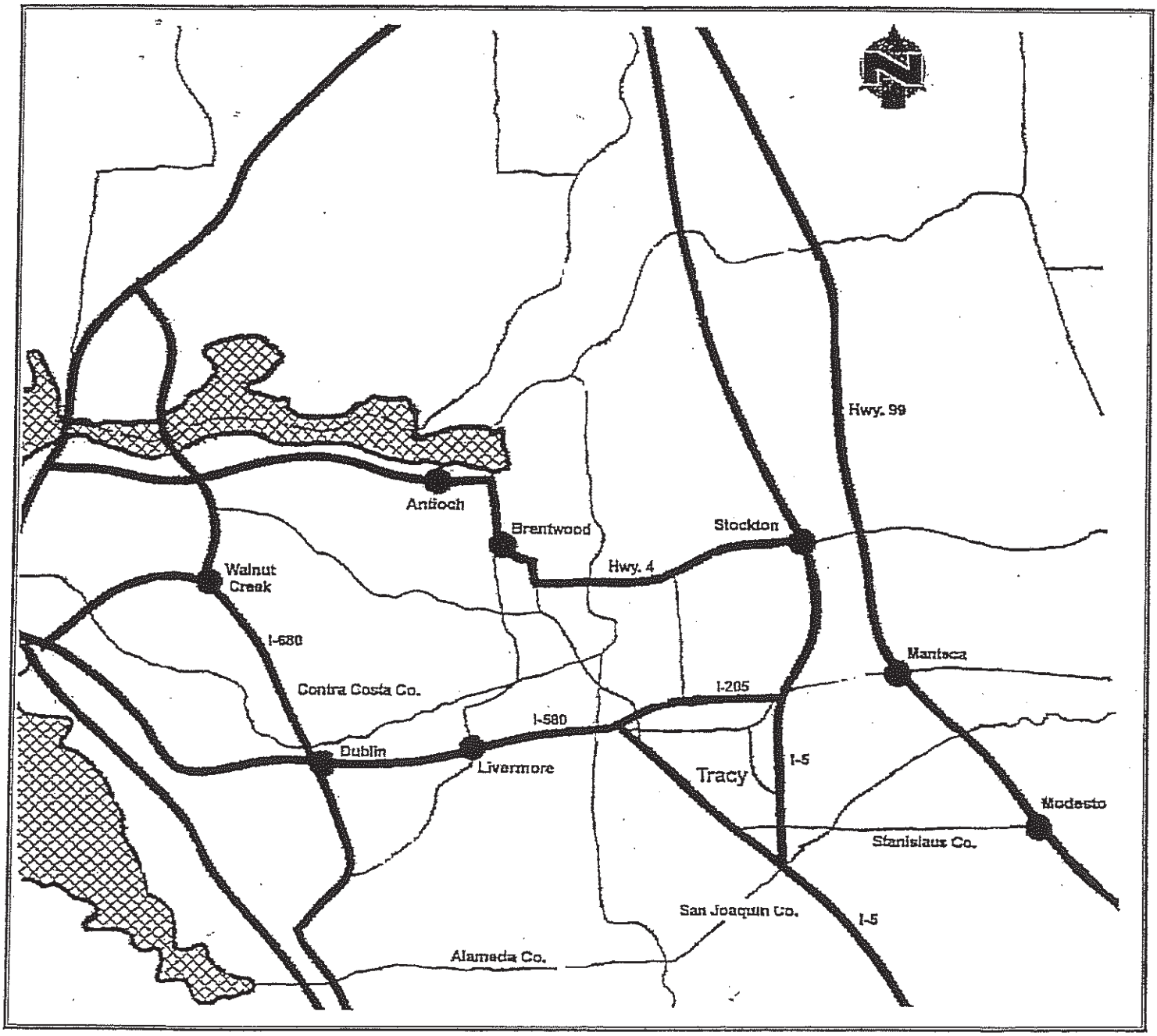
The Tracy Planning Area, as considered by the 1993 General Plan/Urban Management Plan (UMP), includes the City of Tracy, as well as approximately 63,000 acres of adjacent land located within San Joaquin County. The City of Tracy regional location is shown in **Figure 2-1.** The Tulare Formation, the City of Tracy's groundwater resource, consists of groundwater-bearing materials composed of poorly sorted gravelly material, including clay, sand, and silt underlying the Tracy Planning Area. These materials, which contain fresh groundwater, are referred to as the Tulare Formation of the Central Valley groundwater basin. Corcoran clay, laterally expansive clay up to 100 feet thick, separates the upper aquifer zone, which is up to 200 feet thick, from the lower aquifer zone, which is up to 650 feet thick.

2.2 BACKGROUND

The City of Tracy currently obtains water from both surface water and groundwater sources. The City, as a public purveyor of water, excises its appropriative right to utilize groundwater for beneficial use by the public. However, the UMP identified constraints to planned growth associated with water supply and the City's continued reliance on groundwater. The 1993 UMP EIR and the 1994 Water Master Plan suggested gradual phase out of groundwater as a regular water supply for the City after additional surface water supplies have been identified and acquired. Although additional surface water supplies have been identified and appear adequate to meet the City's need at projected UMP buildout, the final acquisition of these new surface water supplies would likely occur over the next two to five years.

The groundwater resources available in the Tracy Planning Area were analyzed in 1990. Based on a report prepared by Kennedy/Jenks/Chilton, the City recognized a "safe yield" from the Tulare Formation of 6,700 acre-feet a year (AFY), and adopted the report's recommendation that the City produce no more than 6,000 AFY in groundwater from the formation. The safe yield identified by Kennedy/Jenks/Chilton was based on the maximum historical withdrawal of 5,200 AFY, plus 1,500 AFY based on abandonment of a well by the West Side Irrigation District. Since 1974, total groundwater production from the Tulare Formation for use in the Tracy Planning Area has ranged from approximately 500 AFY to 5,800 AFY.

The City of Tracy adopted and certified the Urban Management Plan (UMP) and Environmental Impact Report (UMP EIR) in September 1993 (State Clearinghouse No. 19092060). The UMP directs growth in the Tracy Planning Area (TPA) to ensure well planned and managed growth for the benefit of current and projected future populations of the City at ultimate buildout. The UMP EIR noted that the City obtains surface water from the Delta-Mendota Canal and groundwater from City-owned wells. The UMP EIR included a series of mitigation measures intended to prevent overdraft conditions and phase out the use of and reliance upon groundwater for water supply as new surface water supplies were acquired. However, as noted in the UMP EIR, the Tulare Formation had not experienced overdraft conditions in the TPA.



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FIGURE 2-1
REGIONAL LOCATION MAP

The City's 1994 Water Master Plan recommended that the coordinated management and use of groundwater and surface water resources ("conjunctive use") continue until additional surface water supplies were acquired, with a gradual phase out of groundwater as a supply. The Water Master Plan noted that the biggest challenge to the City would be securing enough surface water supplies to meet the needs of projected growth.

A groundwater management plan for eight governmental entities, including the City of Tracy, was completed in April 1996. The Groundwater Management Plan (GMP) is titled, "Groundwater Management Plan for Northern Agencies in the Delta-Mendota Canal Service Area and a Portion of San Joaquin County" and prepared by Stoddard & Associates for the San Luis & Delta-Mendota Water Authority. The City adopted this plan under Ordinance No 511. The plan included a hydrologic inventory of the and was designed to assess impacts to the groundwater basin and optimize sustained use of groundwater resources. Various elements of the plan included; monitoring of groundwater levels and storage, facilitating conjunctive use operations, coordination with state and federal regulating agencies, regulation of contaminant migration into groundwater of the northern sub-basin, well construction, construction and operation of groundwater management facilities, mitigation of groundwater overdraft, etc.

Based on recommendations of the 1993 Urban Management Plan (UMP) and 1994 Water Master Plan, the City of Tracy typically requires that all new major developments to secure sufficient surface water supplies. Existing and projected surface water supplies have been identified and appear adequate to meet the City's needs on a long-term basis. However, the final acquisition of these new surface water supplies is anticipated to occur over the next two to five years.

2.3 PROPOSED PROJECT

Additional surface water supplies have been identified and appear adequate to meet the City's need. However, the final acquisition of these new surface water supplies is anticipated to occur over the next two to five years. The City is proposing as a policy to utilize additional groundwater above the City's current production rate in order to provide an interim water source until new surface water sources are secured as well as provide the City with an emergency water supply source in the event of failure or contamination of the City's surface water supply sources. This additional water source may be utilized as a permanent source if adequate surface water sources never become available.

In order to determine if additional groundwater resources are available in the Tracy area, the City conducted a groundwater analysis. The Estimated Groundwater Yield Study, prepared by Bookman-Edmonston Engineering (see **Appendix A**) provides an evaluation of potential groundwater yield and determined that a 2,300 AFY increase of the average annual operational groundwater yield over the yield recommended in the 1990 Kennedy/Jenks/Chilton study can be provided within the estimated sustainable yield without adverse impact to groundwater resources or quality in the Tracy area over a fifty year timeframe. This expansion of groundwater usage to 9,000 AFY would be within the City's estimated share of the aquifer's sustainable yield of 22,000 AFY of the 28,000 AFY total (this includes groundwater usage by West Side Irrigation District, Naglee-Burk Irrigation District, Plain View Water District and Banta-Carbona Irrigation

District) and would result in groundwater level drop of 10 feet, but would stabilize at this level (Bookman-Edmonston, 2001). The additional groundwater production would be an operational change and would not require the construction of additional wells or distribution facilities.

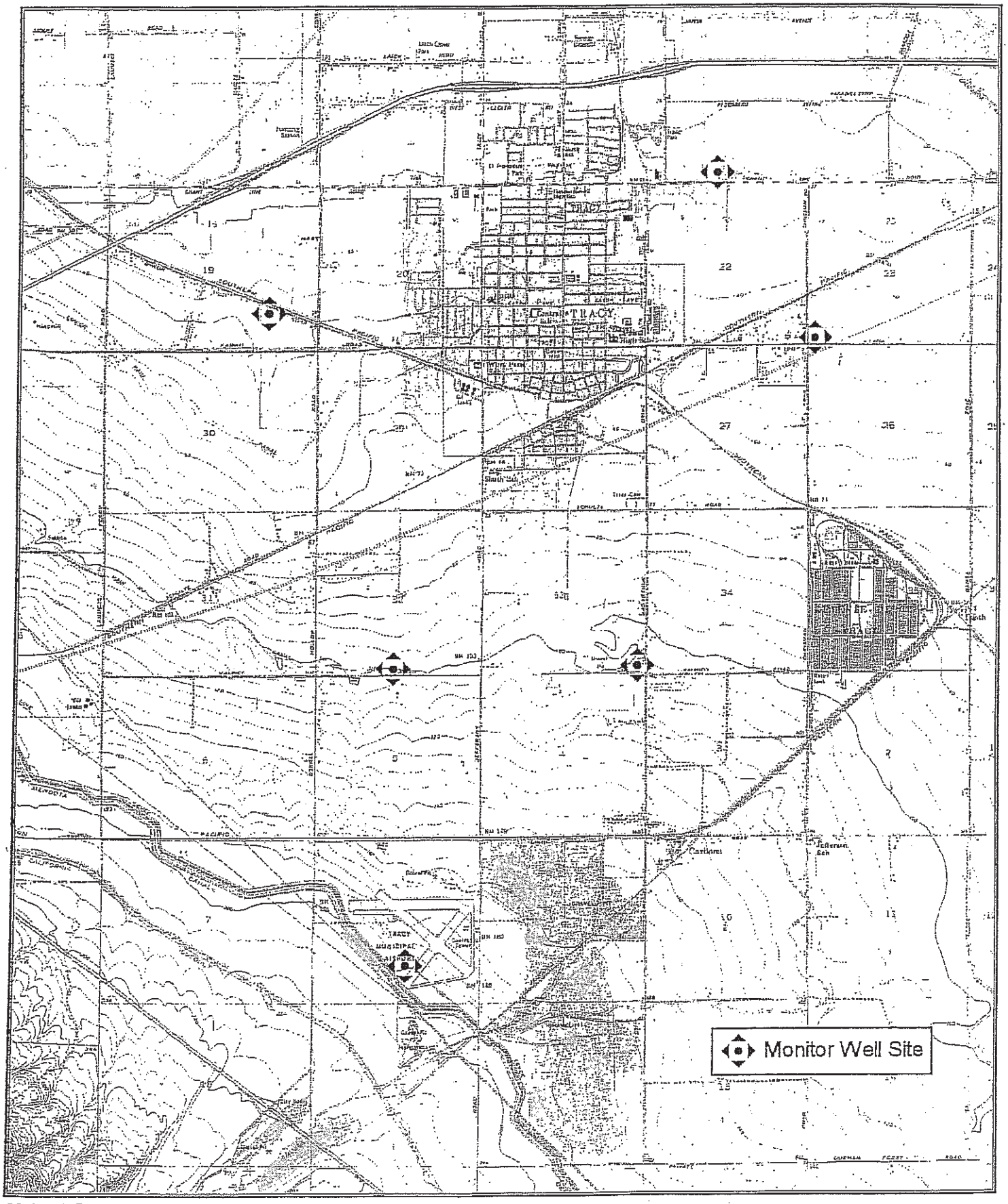
The Estimated Groundwater Yield Study was based on quantitative and qualitative analyses, historic rates of groundwater use and changes in groundwater conditions, as well as utilization of prior groundwater studies including the following:

- G.H. Davis et al., *Groundwater Conditions and Storage Capacity in the San Joaquin Valley, California,* USGS Water Supply Paper 1469, 1959.
- W.R. Hotchkiss and G.O. Balding, *Geology, Hydrology, and Water Quality of the Tracy-Dos Palos Area, San Joaquin Valley, California,* USGS Open File Report 72-169, August 6, 1971.
- U.S. Geology Survey, *Groundwater Flow in the Central Valley, California, Regional Aquifer System Analysis,* Professional Paper 1401-D.
- Kennedy/Jenks/Chilton, *Tracy Area Groundwater Yield Evaluation: Final Report,* November 1990.

The Estimated Groundwater Yield Study also considered cumulative groundwater usage in the study area by the City and adjacent irrigation districts (West Side Irrigation District, Naglee-Burk Irrigation District, Plain View Water District and Banta-Carbona Irrigation District).

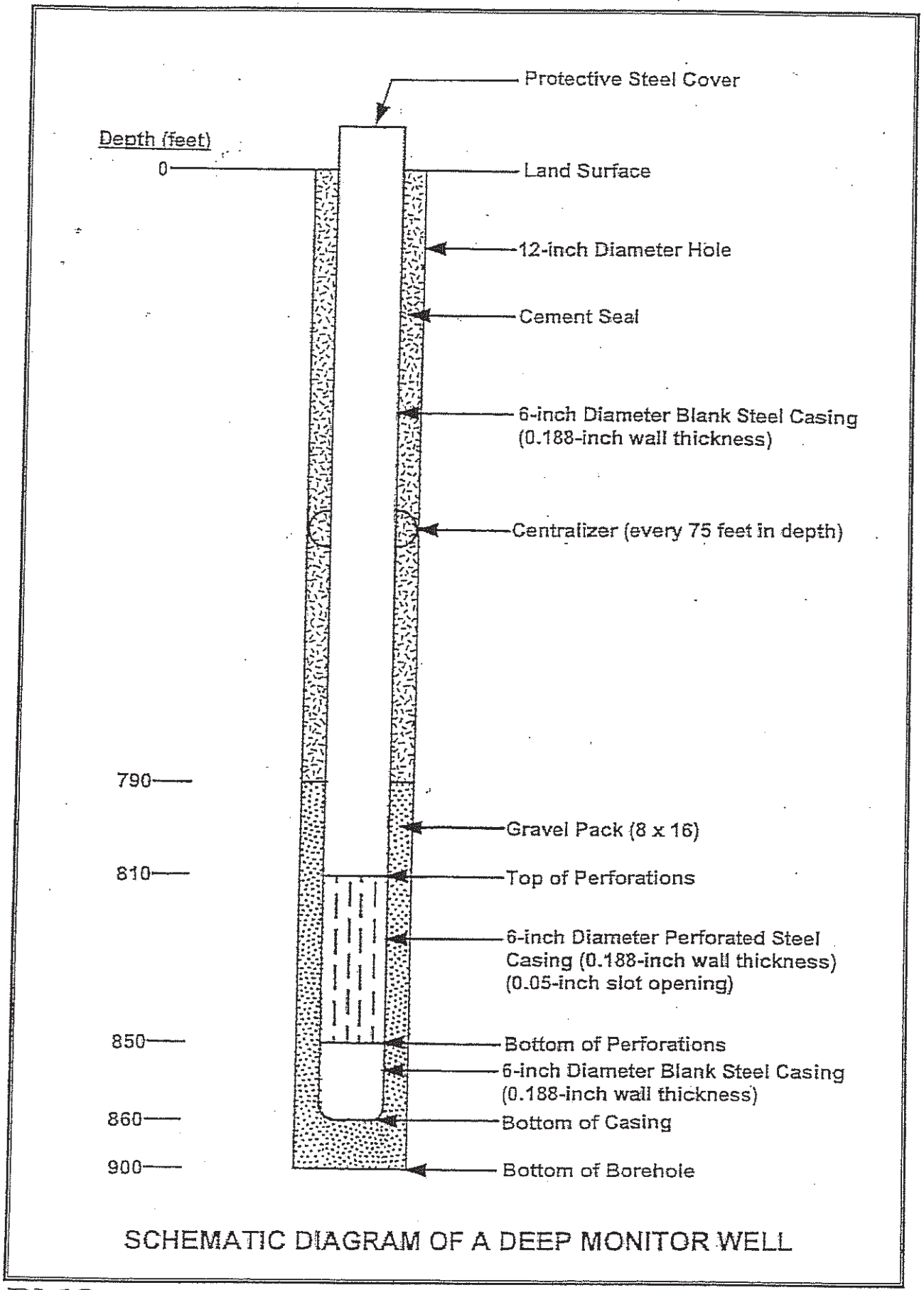
In addition to identification of increased groundwater production in the Tracy area, Bookman-Edmonston Engineering recommends the establishment of groundwater monitoring network for groundwater quality and subsidence, which is included in the proposed Policy. Specifically, up to six monitor well sites would be installed around the City as shown in **Figure 2-2.** A typical cross-section of the monitor well is shown in **Figure 2-3.** Each monitor well would be a multiple completion well and would consist of three separate 12-inch diameter holes with 6-inch casings and 2 by 2.5 foot above ground concrete caps installed within 50 feet of each other and would monitor three specific portions of the aquifer below the Corcoran Clay confining layer. These monitored portions of the aquifer would be shallow (380 to 480 feet in depth), intermediate (610 to 690 feet in depth) and deep (780 to 870 feet in depth). Five wells are located near roadways including; Grant Line Road, Byron Road, Valpicao Road, corner of Valpico and MacArthur, and the corner of East 11th Street and Chrisman Road. The sixth monitor well would be located at the Tracy Airport.

These wells would be constructed in two phases. The first phase would be the three well sites west of the City. The second phase would install the remaining well sites. Water level readings would be taken at each monitor well and water supply well each month, while water quality sampling would be taken quarterly from each monitor well and would sample for the following constituents:



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FIGURE 2-2
PROPOSED MONITOR WELL SITES



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FIGURE 2-3
TYPICAL CROSS-SECTION OF A MONITOR WELL

- Major cations
- Major anions
- Iron
- Manganese
- Arsenic
- Chromium
- Fluoride
- Alpha activity
- Boron
- PH
- Total dissolved solids
- Electrical conductivity

In addition to water quality monitoring, ground survey monitoring would be conducted to evaluate potential land subsidence from increased groundwater production. This would involve the installation of a benchmark at each monitor well and active production well. If significant subsidence is observed, a compaction well may be installed to further evaluate subsidence impacts.

Adoption of this proposed Policy would implement recommendations of the Groundwater Management Plan for the Northern Agencies in the Delta-Mendota Canal Service Area and a Portion of San Joaquin County, which identified the need for groundwater analysis and monitoring at the local level in the region.

2.4 PROJECT APPROVALS

Based on the results and recommendations of the Estimated Groundwater Yield Study, the Tracy City Council would adopt the following policy associated with increased groundwater production:

GROUNDWATER MANAGEMENT POLICY

> Based on the results of the Estimated Groundwater Yield Study prepared by Bookman-Edmonston Engineering, the City intends to increase groundwater production to provide an interim water source until new surface water sources are secured as well as provide the City with an emergency water supply source in the event of failure or contamination of the City's surface water supply sources. This additional water source may be utilized as a permanent source if adequate surface water sources never become available. The City Council hereby adopts this Policy for the extraction and allocation of 9,000 AFY of groundwater. The proposed 9,000 AFY extraction rate represents an increase of 3,200 acre-feet above the current base extraction rate of 5,800 AFY of groundwater. Of this 9,000 AFY, 6,700 AFY has already been allocated through the actions of the City of Tracy

Capacity Allocation Review Board (CARB) established pursuant to Section 11.16.120 of the City of Tracy Municipal Code. Therefore, the extraction of up to 9,000 AFY represents a potential increased extraction of 2,300 AFY over the 6,700 acre-feet per year currently allocated by the CARB. This groundwater would be extracted from the lower confined aquifer and allocated to specific land uses approved by the City. Details of this Policy are presented below:

A. Process for the Extraction of Groundwater

Groundwater in the City of Tracy is currently extracted by eight existing production wells. Generally, these wells and structures occupy no more than one-quarter acre of land. All well pumping equipment is enclosed in single story physical structures. No new production wells are expected to be added to increase groundwater production. However, up to six monitor wells will be installed within and adjacent to the City to monitor changes in groundwater conditions as a result of increased groundwater production.

B. Process for the Monitoring of Groundwater Extraction

While the Estimated Groundwater Yield Study identifies that no significant adverse impacts to groundwater resources are expected, increasing the extraction of groundwater from the aquifer could impact groundwater water levels, ground subsidence, and groundwater quality. In terms of groundwater levels, increasing the extraction could result in declining groundwater storage to levels at a rate that could exceed the recharge capacity of the basin. Reducing the amount of groundwater in storage could also lead to the dewatering of fine-grained geological strata, thus resulting in land subsidence and a potential reduction in the storage capacity of the aquifer. Finally, increasing groundwater extraction could potentially decrease groundwater quality by increasing or changing the concentrations of organic and inorganic chemical substances, or constituents within the aquifer.

1. Groundwater Level and Subsidence Monitoring

   The following process is established to monitor for groundwater level changes and subsidence.

   a. Benchmarks shall be established at each monitor well and active production well and tied to an established local bench circuit to provide the appropriate datum points for elevation measurements.

   b. Groundwater levels shall be measured monthly at each monitor well and active production well and related to the benchmarks to determine changes in groundwater elevation.

c. On an annual basis the bench circuit, which includes the benchmark at each well site (both production and monitor wells), shall be surveyed to determine if there has been any differential settlement resulting from the increase in groundwater extraction.

d. A qualified hydrogeologist shall review the groundwater level and ground elevation measurements annually. Contour maps shall be prepared (for the base year and each subsequent year monitoring occurs) and compared to the prior year's maps for evidence of subsidence or adverse changes in groundwater levels or quality. Should adverse changes be noted, recommended operational changes at each production well shall be implemented (e.g., shut down of specific wells, reduction in groundwater extraction rates) if the monitoring results indicate adverse impacts in order to avoid groundwater overdraft and subsidence conditions.

e. All monitor wells installed in accordance with this Policy will follow all sampling frequencies and protocols outlined in this Policy.

2. Groundwater Quality Monitoring

The following protocols are established to monitor for potential groundwater quality changes due to increased extraction rates:

a. Groundwater shall be sampled and tested on a quarterly basis for the following constituents.

- Major Cations
- Major Anions
- Iron
- Manganese
- Arsenic
- Chromium
- Fluoride
- Alpha Activity
- Boron
- PH
- Total Dissolved Solids
- Electrical Conductivity

b. Monitoring for the constituents listed above shall be conducted to ensure that any changes in constituent levels do not exceed the established maximum contaminant

levels (MCL) or public health goals for each identified constituent. Should adverse water quality conditions be noted, recommended operational changes at each production well (e.g., installation of treatment facilities, shut down of specific wells) shall be implemented to protect public health.

c. Monitoring at all newly constructed monitor wells shall follow the process established above.

C. Allocation of the Groundwater to Development Projects

The City intends to allocate this water to various development projects within the City. A total of 2,300 additional AFY of water (to serve approximately 4,600 "equivalent consumer units") is available from this expanded extraction process, for allocation to approved development projects. In all cases, these projects will be consistent with the City's Urban Management Plan, approved Specific Plans, Development Agreements, Planned Unit Developments, Vesting Tentative Maps, etc., that have received all necessary approvals and are eligible for other findings as part of the CARB/RGMP process forth below. Certain criteria, which will guide the City's allocation of groundwater, are as follows:

1. The City may increase its groundwater production from its current "cap" of 6,700 AFY to 9,000 AFY. This increased production is to provide an interim water source until new surface water sources are secured as well as provide the City with an emergency water supply source in the event of failure or contamination of the City's surface water supply sources. This additional water source may be utilized as a permanent source if adequate surface water sources never become available.

2. The allocation should further the goal to provide a balanced distribution of land uses between residential population, jobs, and ability to provide services. In this context, and yet recognizing current inventory of vested residential projects, approximately 70 percent of the extracted groundwater may be allocated to residential uses, and the remaining 30 percent may be allocated to non-residential uses. Infill projects, whether residential or non-residential, may receive allocations under the above approximate proportions.

3. A maximum of 1,200 equivalent consumer units ("ECUs") of water capacity may be allocated on an annual basis. Water capacity shall not be allocated unless the necessary wastewater capacity is available to the project. The actual number of ECUs may vary from year to year.

4. The project receiving an allocation of groundwater is consistent with the Urban Management Plan.

5. The allocation of groundwater to residential uses should be conducted in accordance with Chapter 10.12 of the Tracy Municipal Code ("Growth Management Ordinance", which establishes and defines RGAs) as amended by Measure A, Chapter 11.16 of the Tracy Municipal Code ("Wastewater Treatment Facilities Capacity Regulation and Allocation", which defines ECUs, and establishes the Capacity Allocation Review Board), as well as the City's Growth Management Guidelines.

6. The allocation of groundwater to non-residential uses should be conducted in accordance with Chapter 11.16 of the Tracy Municipal Code ("Wastewater Treatment Facilities Capacity Regulation and Allocation", which defines ECUs, and establishes the Capacity Allocation Review Board).

2.5 ALTERNATIVE WATER SUPPLY SOURCES

The City is pursuing several sources of additional water supply to meet the needs of planned growth. These sources of water could be expected to be available over varying timeframes and could provide adequate water sources for planned growth in the City without the use of groundwater. These water supply sources are summarized below:

- **Groundwater Banking** - This would involve use of the groundwater basin for water storage and could occur under two options. The first option would involve maximizing the use of surface water resources in lieu of groundwater pumping (i.e., In-Lieu Banking). The groundwater not used would then be available for subsequent use during years when surface water resources are completely utilized. The second option would be to inject surplus water into the groundwater basin for later consumption using the City's existing distribution and well system (i.e., Aquifer Storage and Recovery). The City is currently moving forward with a pilot project to test inject treated surface water into the groundwater basin. The City has received a CALFED grant to pursue groundwater banking.

- **Kern Water Bank (and other Kern County Suppliers)** - The Kern Water Bank (KWB) is located in Kern County, at the southern end of the San Joaquin River valley. The KWB has approximately 50,000 ac-ft of water available for sale on an annual basis for either long-term or short-term deal. The water is highly reliable in all water years. They also have the ability to bank water. They utilize water from the California Aqueduct, Friant-Kern Canal and the Kern River. Kern has an interest in selling water to the City of Tracy either on annual basis or for a long-term contract. Consecutive annual purchases or a long-term water contract would require the CEQA/NEPA process that would likely take two years. Single year water purchased would most likely not require any environmental review to be completed. The City would need to expand its water treatment plant for this water source. California Department of Health Services requirements on the water treatment plant expansion would require the City to construct an intake on the California Aqueduct. On an interim basis, potential water transferred to

the City would require a third party to become involved in the transfer, because of the City's current location of water intakes are on the Delta Mendota Canal and not on the California Aqueduct. The Santa Clara Valley Water District (SCVWD) has been used in discussion as the potential third party because they have rights to both the CA and the DMC and thus a transfer could be made through them. The City is also investigating the potential for the purchase of other long-term water supplies from suppliers in the Kern County area.

- **Purchase of Long-Term Water Contracts** – The City is negotiating with local irrigation districts (e.g., West Side Irrigation District and Banta Carbona Irrigation District) for the purchase of portions of their Bureau of Reclamation contracts. The combined total for the assigned contracts would provide the City with up to 10,000 acre-feet of water per year. This water has agricultural reliability, meaning that the quantity of water delivered would vary significantly year to year depending on hydrologic conditions and endangered species impacts (e.g., 0 to 100 percent reliability). Agreements have been drafted with the districts. Future work includes a CEQA/NEPA environmental document and Bureau approval. These items are anticipated to require two years to complete. This water supply has the potential to supplement City supplies on an annual basis, or to be utilized with a groundwater banking program.

- **BBID** - BBID has pre-1914 water rights. The water is also highly reliable in all water years. BBID takes water from the Sacramento-San Joaquin Delta (Delta) just up stream of the State Water Project (SWP) pumps on the California Aqueduct (CA). Use of BBID water by the City would require a water treatment plant expansion. BBID is currently taking the lead in the design and construction of a pipeline from BBID's intake to City WTP. The pipeline is likely to be completed in the next 2 to 3 years.

- **SSJID** – The City is currently participating in the South San Joaquin County Irrigation District (SSJID) South County Surface Water Supply Project. The City would receive up to 10,000 acre-feet annually of treated surface water by 2004 under best-case conditions. However, the EIR is currently under litigation, which will likely delay the project.

Even if the City ultimately utilizes one or more of the above sources, increased groundwater production is considered necessary to provide an interim water source until these sources are secured as well as provide the City with an emergency water supply source in the event of failure or contamination of the City's surface water supply sources.

APPENDIX K:
NOTICE OF INTENT TO FORM A GROUNDWATER SUSTAINABILITY AGENCY

City of Tracy
3900 Holly Drive
Tracy, CA 95304

UTILITIES DEPARTMENT

MAIN 209.831.4480
FAX 209.831.4484
www.ci.tracy.ca.us

February 16, 2016

Mr. Mark Norberg, GSA Project Manager
Sustainable Groundwater Management Program
California Department of Water Resources
901 P Street, Room 213A
P.O.Box 942836
Sacramento, CA 94236-0001
Mark.Norberg@water.ca.gov

Subject: *Notice of Intent to become a Groundwater Sustainability Agency*
City of Tracy - Tracy Subbasin

Dear Mr. Norberg:

This letter serves as notification to the California Department of Water Resources that the City of Tracy (City) has elected to become a Groundwater Sustainability Agency (GSA) pursuant to Water Code section 10723.8, and its intent to undertake sustainable groundwater management for that portion of the Tracy Subbasin of the San Joaquin Valley Groundwater Basin (DWR Basin No. 5-22.15) (Basin) that lies within the City. A map and shapefile showing the City limits, which is the proposed area of the GSA is enclosed (Exhibit A).

The City is in discussions with other agencies overlying the Basin, and is interested in working cooperatively with them. To the best of the City's knowledge, the other entities considering formation of a GSA within the Basin boundaries currently include:

Banta-Carbona Irrigation District
Byron-Bethany Irrigation District
San Joaquin County
South Delta Water Agency
West Side Irrigation District

The City has actively conducted outreach to agencies, water providers, and other interested stakeholders with an interest in groundwater management. The City will continue to work cooperatively with interested stakeholders within San Joaquin County, the surrounding areas, and the State of California concerning sustainable groundwater management.

On February 2, 2016, the City of Tracy City Council held a public hearing in accordance with Water Code Section 10723(b), prior to its decision to become the GSA. The public hearing was noticed in accordance with Government Code Section 6066 (Exhibit B).

After holding the public hearing, the City Council adopted the enclosed resolution (Exhibit C) electing to become a GSA within the City boundaries. No new bylaws, ordinances, or authorities were adopted by the City at that time.

Pursuant to Water Code section 10723.2, the City has developed a list of interested parties and will continue to amend the list as necessary during the Groundwater Sustainability Plan (GSP) development process. The City has considered, and will continue to consider, the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing GSPs. The City will solicit feedback and engage in discussions with other interested parties during GSP development. The interested parties include, but are not limited to the following:

a) Holders of overlying groundwater rights, including:
   1. Agricultural users.
      The City meets regularly with agricultural irrigation districts within the Basin.

   2. Domestic well owners.
      The City will consider the interests of domestic well owners and conduct outreach efforts when and where appropriate.

b) Municipal well operators.
   The City operates nine municipal wells within its service area.

c) Public water systems
   The City will collaborate and work in close coordination with public water systems within the County to ensure reliable groundwater supplies in those service areas.

d) Local land use planning agencies.
   The City will recognize and consider the various land use planning authorities during GSP development.

e) Environmental users of groundwater.
   The City will work with any agencies proposing environmental uses of the groundwater within the Basin.

f) Surface water users, if there is a hydrologic connection between surface and groundwater flows.
   The City is a surface water user. The City will collaborate with the surface water users in areas adjacent to the City and work to identify impacts to the interests of surface water users for consideration during GSP development.

g) Federal government, including, but not limited to, the military and managers of federal lands.
The City has a contractual relationship with the United States Bureau of Reclamation, and will collaborate as appropriate with the federal government in development of the GSP.

h) California Native Tribes. Not applicable.

i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community systems.
The City will work with agencies within the Basin to collaborate with and consider the disadvantaged communities during GSP development.

j) Entities listed in Water Code Section 10927 that are monitoring and reporting groundwater elevations in all or part of a groundwater subbasin managed by the GSA.
The City will coordinate with San Joaquin County and the San Luis & Delta-Mendota Water Authority to continue to collect data during GSP development.

The City intends to work cooperatively with other agencies, water providers, and other interested stakeholders regarding the sustainable management of groundwater within the Basin. By this notification, the City has provided DWR with all applicable information in Water Code Section 10723.8(a). If further information is required, please contact me at 209 831-6356 or at SteveB@ci.tracy.ca.us .

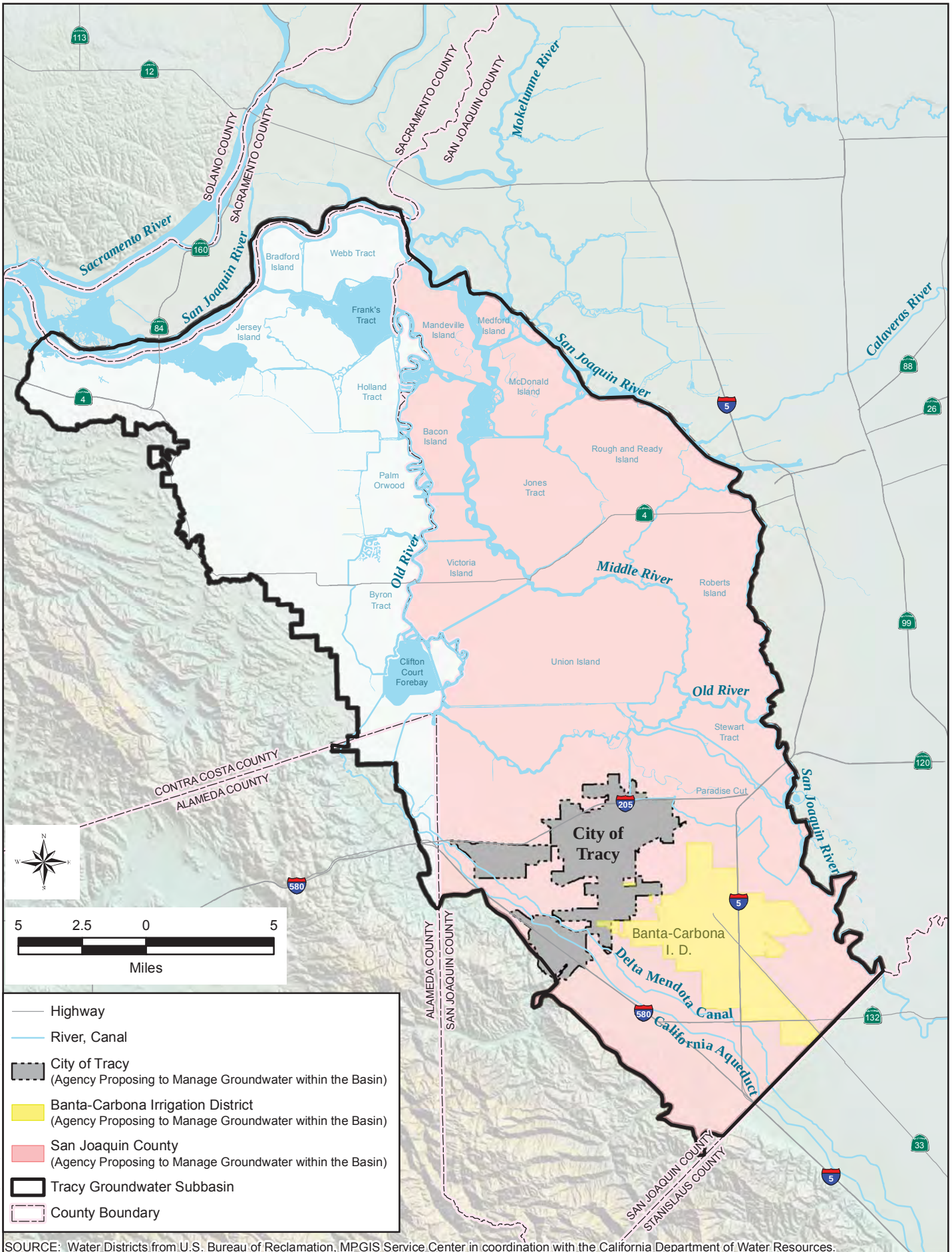
Very truly yours,

Steve Bayley

Steve Bayley
Project Specialist

Enclosures

cc: Kul Sharma



SOURCE: Water Districts from U.S. Bureau of Reclamation, MPGIS Service Center in coordination with the California Department of Water Resources.

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24-Feb-2016

GSA Application
City of Tracy

San Joaquin County, California

GEI Consultants

TRACY GROUNDWATER SUSTAINABILITY AGENCY MANAGEMENT AREA

FEBRUARY 2016

EXHIBIT A

Exhibit B

San Joaquin Edition of the Tri-Valley Herald

3510120

CITY OF TRACY/UTILITIES
ATTN: ACCOUNTS PAYABLE
3900 HOLLY DRIVE
TRACY, CA 95376

PROOF OF PUBLICATION

FILE NO. 2/2/16 Hearing

In the matter of

San Joaquin Edition of the Tri-Valley Herald

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the Legal Advertising Coordinator of the printer and publisher of The San Joaquin Edition of the Tri-Valley Herald, a newspaper published in the English language in the City of Tracy, County of San Joaquin, State of California.

I declare that The San Joaquin Edition of the Tri-Valley Herald is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order, dated Nov. 22, 1999 and affirmed on June 5, 2001, in the action ascertaining and establishing the standing of The San Joaquin Edition of the Tri-Valley Herald as a Newspaper of General Circulation in the City of Tracy, County of San Joaquin, State of California, Case Numbers CV008693 and C034887, within the meaning and intent of the Government Code of the State of California Sections 6020 and 6008. Said order has not been revoked, vacated, or set aside.

I declare that the notice, of which the annexed is a printed copy, has been published at each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/15/2016, 01/22/2016

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2016

Public Notice Advertising Clerk

Legal No. 0005652718

Jan copy

NOTICE OF PUBLIC HEARING

CITY OF TRACY

A Public Hearing will be held by the City Council of the City of Tracy on Tuesday, February 2, 2016, at 7:00 p.m., or as soon thereafter as possible, in the Tracy City Hall, 333 Civic Center Plaza, Tracy, to consider public testimony on whether the City should elect to act as the Groundwater Sustainability Agency under the Sustainable Groundwater Management Act (SGMA) (California Water Code § 10720 et seq.) for the portion of the Tracy Subbasin of the San Joaquin Valley Groundwater Basin within the city limits of the City of Tracy.

All interested persons are invited to be present and to submit statements in writing before the meeting or orally during the meeting. Written comments should be submitted to the City to the attention of Steve Bayley, Project Specialist, no later than 12:00 noon on February 1, 2016 (one day before the hearing), at 520 Tracy Boulevard, Tracy, 95376 or at Steve.Bayley@ci.tracy.ca.us. The City Council, at the close of the hearing, may take action to become a Groundwater Sustainability Agency.

Information concerning this matter may be obtained at the Utilities Department, 3900 Holly Drive, (209) 831-4047.

NORA PIMENTAL
CITY CLERK
SJTVH #5652718; January 15, 22, 2016

Exhibit C

RESOLUTION 2016-026

RESOLUTION ELECTING TO ESTABLISH THE CITY OF TRACY AS A GROUNDWATER SUSTAINABILITY AGENCY FOR THAT PORTION OF THE TRACY SUB-BASIN WITHIN THE CITY OF TRACY

WHEREAS, Senate Bills 1168 and 1319, and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 (SGMA), became law on September 16, 2014, and

WHEREAS, SGMA went into effect on January 1, 2015, and

WHEREAS, SGMA requires the groundwater under Tracy to be managed by a Groundwater Sustainability Agency (GSA), and

WHEREAS, SGMA delineates a deadline for formation of a GSA for the Tracy sub-basin of June 30, 2017, and

WHEREAS, The SGMA authorizes a local public agency overlying groundwater sub-basin to elect to become a GSA, and

WHEREAS, The City of Tracy is a local public agency as defined under the SGMA and is therefore eligible to serve as a GSA, and

WHEREAS, Section 10723.2 of the SGMA requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans, and

WHEREAS, Section 10723.8 of the SGMA requires that a local public agency electing to be a GSA notify DWR of its election and intention to undertake sustainable groundwater management within a sub-basin, and

WHEREAS, The City is committed to sustainable management of its groundwater resources, and

WHEREAS, Pursuant of Government Code Section 6066, notices of a public hearing regarding whether to adopt a Resolution to elect to become a GSA was published on January 15, 2016 and January 22, 2016 in the Tri Valley Herald San Joaquin edition, and

WHEREAS, The City held a public hearing on February 2, 2016, and

WHEREAS, The City wishes to exercise the powers and authorities of a GSA granted by the SGMA;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby elects to become a Groundwater Sustainability Agency for that portion of the Tracy Sub-basin of the San Joaquin Valley Groundwater Basin within the city limits of the City of Tracy, and directs staff to, within 30 days from the date of this Resolution, provide notification of this election to DWR, including a copy of this Resolution and additional information required by Water Code Section 10723.8, in the manner required by law.

* * * * * * * *

The foregoing Resolution 2016-026 was passed and adopted by Tracy City Council on the 2nd day of February, 2016, by the following vote:

AYES: COUNCIL MEMBERS: MITRACOS, VARGAS, YOUNG, RICKMAN, MACIEL

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT G

CITY OF TRACY

2015 UWMP

SECTION 5

GROUNDWATER BANKING PLAN

(From City of Tracy UWMP Section 5)

5.5 SEMITROPIC GROUNDWATER STORAGE BANK

The City has acquired the rights to store and recover water in the Semitropic Groundwater Storage Bank (Semitropic) operated by the Semitropic Water Storage District (Semitropic WSD). The Semitropic facilities are located in Kern County alongside the California Aqueduct and the DMC. The first phase of Semitropic was initiated in the early 1990s and established one million AF of storage for a group of agencies referred to as the Original Banking Partners. In response to increased demand for banking capacity, up to 650,000 AF of additional storage was created for the Stored Water Recovery Unit (SWRU). When an agency purchases storage capacity in Semitropic, it is able to recover the volume of water it has banked over a period of three consecutive years (i.e., 3,000 AF equates to a maximum recovery rate of 1,000 AFY for three years).

The City originally entered into a pilot agreement with Semitropic WSD in June 2006 for 1,000 AF of water storage in Semitropic's SWRU. To satisfy the requirements of CEQA and NEPA, a Negative Declaration (SCH No. 2006052049) was prepared and a FONSI was issued by USBR (FONSI-05-111). The pilot agreement was intended to establish the procedures for water deposits and withdrawals by the City (WYA, 2016).

In 2012, the City entered into a long-term agreement with Semitropic WSD for up to 10,500 AF of storage volume.32 This storage agreement allows the City to withdraw up to 3,500 AF of water annually for three years. To store water in Semitropic, the City withdraws less than its available allocation of CVP water from the DMC. This water travels through the DMC where it is diverted by Semitropic and used for local groundwater recharge. When the City wishes to withdraw water that it has banked previously, Semitropic arranges for the City to divert CVP water beyond its allocation from the DMC. This source of water is provided through either an exchange of Semitropic WSD's contractual entitlement to SWP water or through direct "pumpback" of stored groundwater into the California Aqueduct by Semitropic WSD.

Though the City could utilize this supply in any year, it is most valuable during drought years when the City's surface water supplies are reduced. As described in Section 6.1.3, the City anticipates that banking water at Semitropic will increase the reliability of the City's water supply and help close the potential future gap between supply and demand during drought conditions or other water shortage emergencies. If the City uses water from the Semitropic water bank in any given year, it would manage its supplies during subsequent years such that it could "refill" the water bank for future use.

[32] "Agreement Between City of Tracy and Semitropic Water Storage District and Its Improvement Districts for Participation in the Stored Water Recovery Unit of the Semitropic Water Banking and Exchange Program," dated November 2012.

ATTACHMENT H

CITY OF TRACY

2016 CCR

WATER CONSERVATION IS MANDATORY!



The State of California will continue to be in an extreme drought designation for the summer of 2017 according to the California Department of Water Resources. Despite the recent rains, the State Water Board adopted an extended and revised emergency drought regulation to ensure that urban water conservation continues in 2016. Under the Governor's mandate, the City of Tracy was designated to conserve 10% city-wide.

Under the revised regulation, statewide water conservation is expected to exceed 20 percent compared to 2013 water use. Due to the severity of the water deficits over the past five years, many of California's reservoirs and groundwater basins remain depleted and the need for continued water conservation persists. The State's new action serves as the fifth iteration of the emergency regulation since the State Water Board first instituted statewide conservation requirements in July 2014.

The City has prepared for such droughts with a diverse portfolio of water supplies and public outreach campaigns. In an effort to meet the State's requirements the City enacted Stage1 of its Water Conservation Ordinance which limits outdoor watering to only during the hours of 7 pm to 9 am. It further restricts the use of potable water to wash hardscapes such as patios, driveways, sidewalks and gutters. City staff discourages water waste through the education and communication of its municipal code.

WATER YOU DOING TO CONSERVE?

What are you able to do to help? Some simple indoor measures include: taking shorter showers, turning water off while shampooing, washing full loads of laundry, never using the toilet as a trash receptacle, repairing drips and leaking faucets quickly, and always turning off water while brushing teeth. Businesses might also consider changing out high water consuming appliances and toilets to more efficient models.

The biggest use of water by homeowners and businesses is outdoor activities. Mandatory outdoor water conservation measures include: using a triggered handheld sprayer and bucket when washing your own car; and turning off non-recirculating fountains and ornamental water features. Some simple voluntary measures are: turning off irrigation timers in the winter months; never water landscaping on a windy day; and do not water for longer than 8 minutes per cycle. For more information on drought conditions visit http://www.water.ca.gov/waterconditions/drought/. Also, you may report any water waste by calling (209) 831-4333 or online at www.thinkinsidethetriangle.com. You're continued efforts will assist the City in attaining its water conservation goals!

Substances Expected to be in the Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- **Microbial Contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;
- **Inorganic Contaminants**, such as salts and metals, which can be naturally occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;
- **Pesticides and Herbicides**, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses;
- **Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can, also come from gas stations, urban runoff and septic systems;
- **Radio Active Contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that the tap water is safe to drink, USEPA and the California Department of Public Health prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. California Department of Public Health regulations also establish limits for contaminants in bottled water that must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (800) 426-4791.



Special Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as those with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune disorders, and some elderly and infants, can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/CDC (Center for Disease Control) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800) 426-4791.



Safe Drinking Water Act

Under the Safe Drinking Water Act (SDWA), USEPA is responsible for setting national limits for hundreds of substances in drinking water and also specifies various treatments that water systems must use to remove these substances. Each system continually monitors for these substances and reports directly to the California Department of Public Health if they were detected in the drinking water. USEPA uses this data to ensure that the consumers are receiving clean water and to verify that states are enforcing the laws that regulate drinking water.

This publication conforms to the regulation under SDWA requiring water utilities to provide detailed water quality information to each of their customers annually. We are committed to providing you with this information about your water supply because customers who are well informed are our best allies in supporting improvements necessary to maintain the highest quality drinking water standards.

Where Does Your Water Come From?

Sources of the City of Tracy's water supply include the Stanislaus River, the Delta-Mendota Canal, and groundwater pumped from wells. In 2016, 70% of the water supply, or 3.62 billion gallons, came from the Stanislaus River. Water from the Delta-Mendota Canal comprised 18% of the total water supply, or .935 billion gallons. The groundwater supply comprised 12%, or .589 billion gallons of the total water supply.

During 2017, the City anticipates having an adequate water supply for the community. This is due to the healthy groundwater supply (well water) underneath Tracy. Unfortunately, using well water results in an increase in water hardness (mineral content), however, the water is still safe to drink. City staff will minimize the use of well water as much as possible. In addition, residents and businesses are encouraged to conserve water whenever possible.



Water Quality Control

Before the water reaches your tap, samples are collected and tested in State-certified laboratories. The City of Tracy has a water quality monitoring program and inspection system that ensures safe drinking water is delivered to you and your family.

As required by the Federal Safe Drinking Water Act, the City's water supplies must meet stringent water quality standards set by the California Department of Public Health and the United States Environmental Protection Agency. The City of Tracy completed a watershed sanitary survey of its drinking water sources in 2016. This survey can be obtained by contacting the Water Production Superintendent at the number provided below.

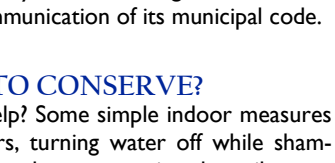
Water customers who are landlords receiving this report are asked to share this information with any tenant or user on the premises. The City of Tracy staff is available to answer your questions and provide further information: (209) 831-6302.







Este informe contiene información muy importante sobre su agua potable. Tradúzcalo ó hable con alguien que lo entienda bien.



In California, drinking water standards, also called Maximum Contaminant Levels (MCLs), are set in two categories: Primary Standards relate to public health, and Secondary Standards which relate to the aesthetic qualities such as taste, odor, and color. Within you will find a complete listing of both types of standards along with the results of the analysis of your water supply.

The City of Tracy is pleased to report that from January 1 - December 31, 2016 the water delivered to your home or business complied with, or exceeded, all state and federal drinking water requirements! Provided in this brochure is a table that lists detectable and non-detectable substances found in the City's drinking water, and the maximum allowable substance levels set by United States Environmental Protection Agency (USEPA).

CITY OF TRACY

2016 Consumer Confidence Report

TRACY

Think Inside the Triangle™

What's in My Water?

ANALYTICAL PARAMETER	TREATED SURFACE WATER: SOUTH SAN JOAQUIN IRRIGATION DISTRICT	TREATED SURFACE WATER: JOHN JONES WATER TREATMENT PLANT	WELL WATER: AVERAGE	WELL WATER: MINIMUM	WELL WATER: MAXIMUM	REGULATORY LIMITS: MCLG or PHG	REGULATORY LIMITS: MAXIMUM CONTAMINANT LEVEL (MCL)	TYPICAL SOURCE
PRIMARY STANDARDS								
INORGANIC (ug/L)								
Arsenic	ND	ND	1.4	ND	2.8	0	10 ug/L	Erosion of natural deposits
Barium	ND	26	30	24	44	2000	1000 ug/L	Erosion of natural deposits
Chromium	ND	ND	4.2	ND	7.7	100	50 ug/L	Erosion of natural deposits
Copper	ND	ND	1.0	ND	4.5	170	1000 ug/L	Erosion of natural deposits
Iron	ND	ND	ND	ND	0.1	NA	300 ug/L	Erosion of natural deposits
Manganese	ND	ND	2.9	ND	14.0	NA	50 ug/L	Erosion of natural deposits
FLUORIDE (mg/L)								
Fluoride	ND	0.07	0.16	0.08	0.30	1.0	2.0 mg/L	Erosion of natural deposits
NITRATE/NITRITE								
Nitrate (as NO3)[1]	ND	ND	6.7	0.5	9.6	45	45 mg/L	Runoff from fertilizer use; Erosion of natural
Nitrate + Nitrite (sum as N)	ND	ND	1.5	0.1	2.2	10	10 mg/L	deposits
Nitrite (as N)	ND	ND	ND	ND	ND	1	1 mg/L	
REGULATED ORGANICS (ug/L)								
TRIHALOMETHANE								
Bromodichloromethane	3.4	12	0.2	ND	1.2	NA	ug/L	
Bromoform	ND	3.7	ND	ND	ND	NA	ug/L	
Chloroform	34	6.9	2.4	ND	18	NA	ug/L	
Dibromochloromethane	ND	12	ND	ND	ND	NA	ug/L	
Total Trihalomethane	38	35	2.5	ND	20	NA	80 ug/L	By-product of drinking water chlorination
SECONDARY STANDARDS								
Aesthetic - Related								
Apparent Color (Units)	ND	ND	ND	ND	ND	NA	15 Units	Naturally occurring organic materials
Foaming Agents (MBAS) (mg/L)	ND	ND	ND	ND	ND	NA	0.5 mg/L	Municipal and industrial waste discharge
Odor (TON)	ND	8	0.5	0.0	2.0	NA	3 TON	Naturally occuring organic materials
Potassium (K) (mg/L)	ND	3.1	3.4	1.5	4.7	NA	NS	Erosion of natural deposits
Turbidity (NTU)[2]	ND	0.1	0.4	ND	1.3	NA	5 NTU	Soil runoff
Total Alkalinity (CaCO3)(mg/L)	47	46	133	66	190	NA	NS	Erosion of natural deposits
Boron (B) (mg/L)	NA	0.12	1.6	0.2	2.3	NA	NS	Erosion of natural deposits
Calcium (Ca) (mg/L)	11	18	68	22	91	NA	NS	Erosion of natural deposits
Magnesium (Mg) (mg/L)	3	14	26	5	33	NA	NS	Erosion of natural deposits
Sodium (Na) (mg/L)	5	69	136	28	200	NA	NS	Erosion of natural deposits
Total Hardness (CaCO3) (mg/L)	80	100	273	76	360	NA	NS	Erosion of natural deposits
TDS (mg/L)	30	310	742	289	889	NA	1000 mg/L	Erosion of natural deposits
Specific Conductance (umhos/cm)	113	560	1171	486	1370	NA	1600 umhos/cm	Substances that form ions when in water
Chloride (mg/L)	3	110	123	35	220	NA	500 mg/L	Erosion of natural deposits
Sulfate (mg/L)	4	47	251	41	330	NA	500 mg/L	Erosion of natural deposits
pH	7.2	8.4	7.5	7.1	8.2	NA	6.5 - 8.5 Units	NA
WATER DISTRIBUTION SYSTEM DATA SHEET								
BACTERIOLOGICAL (% Present)								
Coliform Density	<1	<1	<1	<1	<1	0	5% Present/mo.	Municipal and industrial waste discharge
ORGANICS (ug/L)			**RUNNING ANNUAL AVERAGE**					
Total Trihalomethane			43			NA	80 ug/L	By-product of drinking water chlorination
Total Haloacetic Acids			22			NA	60 ug/L	By-product of drinking water chlorination

[1] Nitrate in drinking water at levels above 45 ppm is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 45 ppm may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or if you are pregnant, you should ask advice from your health care provider.

[2] Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of water quality and the effectiveness of disinfectants.

DEFINITIONS

AL (Action Level): The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements, which a water system must follow.
MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.
Secondary MCLs (SMCL): Are set to protect the odor, taste, and appearance of drinking water.
MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below, which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.
PHG (Public Health Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.
PDWS (Primary Drinking Water Standard): MCLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.
TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.
NA: Not applicable.
ND: Not detected.
NS: No standard.
NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water.
ppb (Parts Per Billion): One part per billion (or micrograms per liter).
ppm (Parts Per Million): One part per million (or milligrams per liter).
pCi/L (Picocuries Per Liter): A measure of the natural rate of radioactive disintegration.
umhos/cm (Micromhos Per Centimeter): A measure of electrical conductance.

DISINFECTION PRACTICES

The City uses two types of disinfectant:
CHLORINE: Chlorine is used as the primary disinfectant chemical to kill or inactivate bacteria, viruses and other potentially harmful organisms in drinking water. Chlorine also serves as a secondary or residual disinfectant in the distribution system.
CHLORAMINES: Chloramines are created by adding ammonia that then combines with the chlorine as the drinking water leaves the treatment plant. Chlorine will still be used as the primary disinfectant; however, chloramines will be used as the secondary disinfectant in the water distribution system when treating source water from the Delta Mendota Cannel.
For most regular uses of potable water, chloraminated water is the same as chlorinated water. **However, chloramines must be removed for kidney dialysis treatment and may require recalibration of dialysis equipment. If you are receiving kidney dialysis treatment, please contact your doctor or dialysis technician.**

STANISLAUS RIVER WATER

The City of Tracy is committed to providing a safe, reliable and affordable water supply to meet the needs of the community today and in the future. The City has participated with the cities of Manteca, Lathrop, Escalon, and the South San Joaquin Irrigation District to bring high quality Sierra water from the Stanislaus River. This water source has increased the reliability of City water supplies by having a third source of supply and redundancy in treatment facilities. Delivery of this water comprises the majority of water consumed in the City and is the only supply source used during the winter months. The Stanislaus River water supply is very soft water and has significantly reduced the minerals in the City's water supply. You may no longer need to use a water softener.



CROSS CONNECTION PROTECTION

Backflow prevention assemblies are designed to allow water to flow into your home or office from the public water system but not allow water to flow in the reverse direction, creating effective cross connection protection. Reverse flow can carry untreatable pollutants and contaminants back to the public water system, compromising the water quality for all customers. Backflow prevention assemblies are required to be tested annually to ensure they are effectively protecting the public water system. If your residence has an active well on the premises or your business has fire sprinklers and/or landscaping, you should have a backflow prevention assembly. For questions regarding annual testing requirements, please call Erich Delmas, Laboratory Supervisor at (209) 831-4488.

WATER SOURCE ASSESSMENT

An assessment of the drinking water sources for the City of Tracy's water system was completed in June 2001. The sources are considered most vulnerable to the following activities: airports (maintenance and fueling areas), gas stations (historic and current), mining activities (historic and current), septic and waste landfill dumps (historic and current). You may request a copy of the assessment by contacting the Water Production Superintendent, Dave Carter, at (209) 831-6302.

The native groundwater under Tracy contains boron. Boron is a naturally occurring, non-carcinogenic, unregulated contaminant. Six of the City's wells contain elevated levels of boron. Although well water comprises only a small portion of the City's total water supply, well water does contain boron that may affect the babies of some pregnant women who drink water containing boron in excess of the notification level may have an increased risk of developmental effects, based on studies in laboratory animals.

SAMPLING RESULTS SHOWING TREATMENT OF SURFACE WATER SOURCES

Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water (type of approved filtration technology used).

Turbidity of the filtered water must:
1. Be less than or equal to 0.3 NTU in 95% of measurements in a month.
2. Not exceed 1 NTU for more than eight consecutive hours.
3. Not exceed 3 NTU at any time.

Turbidity Performance Standards: Turbidity (measured in NTU) is a measurement of the cloudiness of water and is a good indicator of water quality and filtration performance. Turbidity results, which meet performance standards, are considered to be in compliance with filtration requirements (that must be met through the water treatment process).

Lowest monthly percentage of samples that met Turbidity Performance Standard No.1: 100%. Highest single turbidity measurement during 2016 was 0.210 NTU.

SAMPLING RESULTS SHOWING THE DETECTION OF LEAD AND COPPER

Lead and Copper	# Of Samples Collected	90TH Percentile Level Detected	# Sites Exceeding AL	AL	MCLG	Typical Source of Contaminant
Lead (ppm)	33	0.0027	0	0.015	0	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits
Copper (ppm)	33	0.61	0	1.3	1.3	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preserviatives

Note: The City's water is in complete compliance with regulations related to lead.

ATTACHMENT I

CITY OF TRACY

2015 UWMP DMMs

AND

CalWEP 2016 BMP

REPORT

8. DEMAND MANAGEMENT MEASURES

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:
10631 (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
(1) (A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.
(1) (B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

- *(i) Water waste prevention ordinances.*
- *(ii) Metering.*
- *(iii) Conservation pricing.*
- *(iv) Public education and outreach.*
- *(v) Programs to assess and manage distribution system real loss.*
- *(vi) Water conservation program coordination and staffing support.*
- *(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.*

This section provides an overview of the City's current and planned DMMs, which include specific types and groupings of water conservation measures typically implemented by water suppliers. The DMMs reported in this Plan are closely aligned with the California Urban Water Conservation Council (CUWCC) Best Management Practices (BMPs). The City regularly completes annual CUWCC BMP Retail Coverage Reports, and reports completed in the past five years are included as Appendix T.

8.1 TRACY WATER CONSERVATION

The City implements all of the DMMs, as described below and summarized in Table 8-1 and the associated chart.

8.1.1 DMM 1 – Water Waste Prevention Ordinances

Prohibition of water uses to prevent water waste were included in the 1992 WSCP and 2015 WSCP as voluntary actions under Stage 1 and mandatory actions under Stage 2. Stage 1 of the 1992 WSCP has been enacted since the 2010 UWMP. The City enacted Stage 2 of the 1992 WSCP in August 2014. The City adopted the 2015 WSCP in June 2015 and Stages 3 and 4 of the 2015 WSCP became effective in that month.

The WSCP in this Plan establishes the same water waste prohibitions as were included in the 2015 WSCP, but makes these prohibitions mandatory at all times, regardless of the water supply conditions or stage of action that is enacted. The following prohibitions and requirements are listed as Mandatory Prohibitions in the City's WSCP:

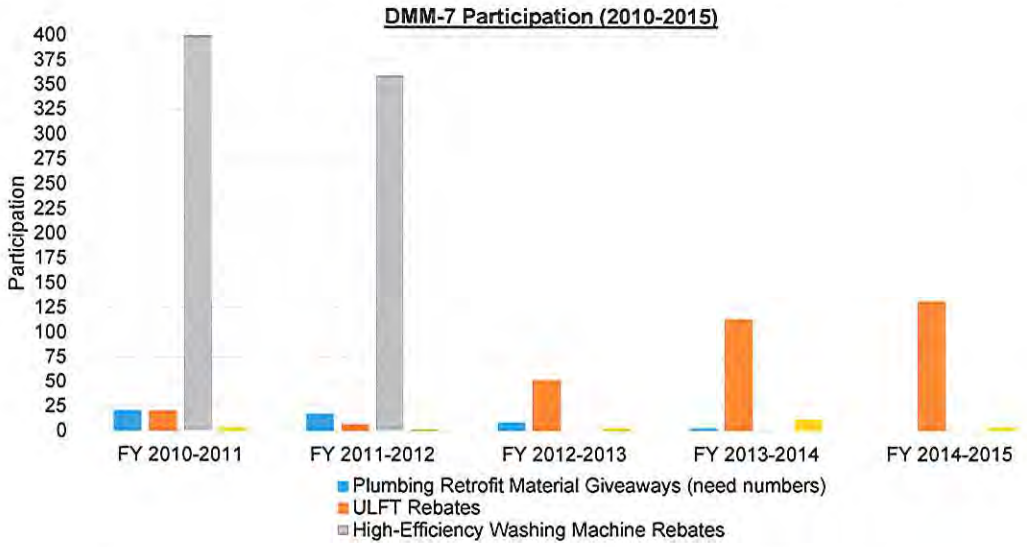
Table 8-1
Summary of DMMs and Implementation over the Past Five Years (2010-2015)
City of Tracy, California

DMM Category	Program or Activity	Target Sector	Nature of Implementation	Extent of Implementation
1	Water Waste Prevention Ordinances	SFR, MFR, CII, And IRR	Prohibition of water uses to prevent water waste were included in the 1992 WSCP and 2015 WSCP as voluntary actions under Stage 1 and mandatory actions under Stage 2. The 2016 WSCP establishes the same water waste prohibitions as the 2015 WSCP, but makes these prohibitions mandatory at all times, regardless of the water supply conditions or stage of action that is enacted.	Stage 1 of the 1992 WSCP has been enacted since the 2010 UWMP. The City enacted Stage 2 of the 1992 WSCP in August 2014.The City adopted the 2015 WSCP in June 2015 and enacted Stages 3 and 4 of the 2015 WSCP, which became effective in that month.
2	Metering	SFR, MFR, CII, And IRR	All water service connections are metered. Many non-residential and multi-family customers have sub-meters to monitor water use for landscape irrigation separately from indoor uses. In August 2012, the City conducted a feasibility study to assess the merits of implementing a program to provide incentives to switch mixed-use CII accounts to dedicated landscape meters. The study concluded that it would be too cost-prohibitive to retrofit all current mixed-use CII accounts. However, all new construction shall be equipped with a separate dedicated landscape meter.	All accounts are metered and read on a monthly basis.
3	Conservation Pricing	SFR, MFR, CII, And IRR	The current water rate structure includes a tiered water consumption charge based on water usage: http://www.ci.tracy.ca.us/?navId=89, accessed 7 April 2016. The City also maintains the authority to implement water use surcharges (TMC §11.28.220) and conservation pricing (TMC §11.28.230) in times of need.	Tiered rate structure in place during 2010-2015. Water rate study planned for 2018.
4	School Education Program: Captain Hydro	SFR, MFR	Copies of the 40-page *Official Captain Hydro Water Conservation Workbook* provided to each school for dissemination to Kindergarten through Sixth Grade classes.	FY 2010-11: Distributed to schools FY 2011-12: Distributed to schools FY 2012-13: Distributed to schools FY 2013-14: Distributed to schools FY 2014-15: Distributed to schools
4	Public Outreach Program	SFR, MFR	Information about water conservation in the City distributed to customers through newsletters, bill inserts, flyers, information packages, email messages, and other methods of distribution.	FY 2010-11: 45,135 contacts made FY 2011-12: 37,450 contacts made FY 2012-13: 39,022 contacts made FY 2013-14: 81,000 contacts made FY 2014-15: 61,050 contacts made
4	Media Contacts	SFR, MFR, CII, And IRR	Contact made with television channels, radio stations, and newspaper to promote water conservation within the City. The goal of this contact to is to produce a story about water conservation resulting from the outreach.	FY 2010-11: 3 contacts, 3 stories FY 2011-12: 4 contacts, 6 stories FY 2012-13: 8 contacts, 4 stories FY 2013-14: 8 contacts, 2 stories FY 2014-15: 5 contacts, 5 stories
4	Other Public Outreach	SRF, MFR, CII, And IRR	The City maintains water conservation program pages on its website and posts outreach materials on its social media accounts: http://www.ci.tracy.ca.us/?navId=687.	FY 2010-11: 2,001 website visitors FY 2011-12: 1,889 website visitors FY 2012-13: 3,862 website visitors FY 2013-14: 6,340 website visitors FY 2014-15: 2,543website visitors

Table 8-1 (Continued)
Summary of DMMs and Implementation over the Past Five Years (2010-2015)
City of Tracy, California

DMM Category	Program or Activity	Target Sector	Nature of Implementation	Extent of Implementation
5	AWWA Water Loss Worksheet	Non-revenue	The City completes the AWWA Water Loss Worksheet each year, which allows the City to estimate "real water loss." Real water loss consists of water loss attributable to the distribution system and includes physical water loss from the pressurized system and storage tanks up to the point of customer consumption.	FY 2010-11: AWWA Validity Score = 88 FY 2011-12: AWWA Validity Score = 88 FY 2012-13: AWWA Validity Score = 80 FY 2013-14: AWWA Validity Score = 74 FY 2014-15: Not completed yet
6	Conservation Program Coordination and Staff	SFR, MFR, CII And IRR	City employs a Water Conservation Coordinator (WCC) and funds the water conservation program through the Water Utility and grants. The WCC devotes approximately 45% of her time to water conservation.	FY 2010-11: Estimated budget of $94,000 FY 2011-12: Estimated budget of $91,000 FY 2012-13: Estimated budget of $121,000 FY 2013-14: Estimated budget of $141,000 FY 2014-15: Estimated budget of $196,000
7	Ultra Low Flush Toilet Rebate	SFR, MFR, CII	Up to $125 rebate for replacing toilets in pre-1994 buildings using more than 3.0 gpf with qualifying toilets that use less than 1.6 gpf. Up to three rebates are allowed per SFR account and up to four rebates are allowed per MFR and CII customer account.	FY 2010-11: 21 rebates, $4,303 spent FY 2011-12: 7 rebates, $1,482 spent FY 2012-13: 52 rebates, $9,926 spent FY 2013-14: 114 rebates, $21,046 spent FY 2014-15: 132 rebates, $23,433 spent
7	High-Efficiency Clothes Washing Machine Rebate Program	SFR, MFR	Through a partnership with PG&E, up to a $50 rebate was offered to residential customers for qualifying high-efficiency washing machines.	FY 2010-11: 400 rebates, $20,000 spent FY 2011-12: 360 rebates, $17,950 FY 2012-13: Not implemented FY 2013-14: Not implemented FY 2014-15: Not implemented
7	Water Use Survey Program	SFR, MFR, CII	Free water use surveys are offered to SFR, MFR, and CII customers in pre-1994 buildings. As part of this program, a Water Efficiency Representative from the City conducts a tour of the property to identify leaks and offer water and money saving opportunities. Participants may receive water-saving equipment and information, as recommended by City staff.	FY 2010-11: 4 surveys FY 2011-12: 2 surveys FY 2012-13: 3 surveys FY 2013-14: 12 surveys FY 2014-15: 4 surveys
7	Plumbing Retrofit Material Giveaways	SFR, MFR, CII	Water-saving fixtures and other items are available to SFR, MFR, and CII customers participating in the Water Use Survey Program at no cost. These giveaways include bathroom aerators, a kitchen aerators, a low-flow shower head, and other free items.	FY 2010-11: 21 fixture giveaways FY 2011-12: 18 fixture giveaways FY 2012-13: 9 fixture giveaways FY 2013-14: 3 fixture giveaways FY 2014-15: 1 fixture giveaway

Table 8-1 (Continued)
Summary of DMMs and Implementation over the Past Five Years (2010-2015)
City of Tracy, California



Abbreviations:

CII = commercial, industrial, and institutional accounts
DMM = demand management measure
FY = fiscal year
gpf = gallons per flush
IRR = irrigation accounts
MFR = multi-family residential accounts
PG&E = Pacific Gas and Electric Company
ULFT = ultra low flow toilets
SFR = single family residential accounts
TMC = Tracy Municipal Code
WCC = Water Conservation Coordinator
WSCP = Water Shortage Contingency Plan

Table 8-1 (Continued)
Summary of DMMs and Implementation over the Past Five Years (2010-2015)
City of Tracy, California

Notes:

(a) The City allocates budget to the Water Conservation Program through a bulk allotment designated for both water conservation and stormwater management efforts. The portion of the budget assigned to the Water Conservation Program was estimated to be equal to the fraction of time that the WCC, who is also responsible for stormwater management for the City, devotes to water conservation (i.e., 45%).

Prohibitions

- No customer shall permit flagrant water waste or incidental water runoff. Flagrant water waste or excessive water runoff is defined as any water that flows directly from a tap connected to the City water system that leaves the property of origin in a continuous flow of any dimension for 150 feet from the property, or for more than five minutes in duration.
- Irrigating outdoors during and within 48 hours following measurable rainfall is prohibited.

Requirements

- All customers must properly maintain all plumbing and irrigation systems and control any leaks within 72 hours of discovery or notification.
- Customers shall practice prudent water conservation measures, including:
    - Planting drought-tolerant landscapes;
    - Installing and maintaining water-efficient irrigation systems such as drip and bubble irrigation with weather or soil-based controllers;
    - Installing sprinkler heads with a low flow rate appropriate for the landscape to prevent overwatering and runoff; and
    - Watering only in the late night or early morning hours during non-windy periods.
- A hose that dispenses potable water shall be fitted with a shut-off nozzle or flow restriction device attached to it that causes it to cease dispensing water immediately when not in use.
- All swimming pools, hot tubs and spas installed after 1 May 1993 must have a separation tank and water recovery system installed in the filter backwash system, with a 90% water recovery standard.
- Each swimming pool, hot tub and spa installed after 15 July 2015 must have a non-permeable floating cover or equivalent device that provides 90% surface coverage.

In subsequent stages of the WSCP, the City is empowered to further reduce or eliminate water waste during periods of water supply shortage or emergency. These measures, described in more detail in Section 7 of this UWMP, include restrictions on landscape irrigation, sidewalk and car washing, and other residential, recreational, and commercial uses of water.

Enforcement of the water waste prohibition is done by the City's Water Conservation Coordinator (WCC). The WCC enforces water waste violations in the same manner as violations of the WSCP (see Section 7.6), which involves a series of Courtesy Notices informing customers of the identified violations and the need for corrective action within 72 hours. If the first Courtesy Notice does not induce compliance, the WCC issues a second notice. If those do not result in compliance, the WCC writes a letter, delivered by certified mail, warning that a citation will be issued by the City if the customer does not comply within 72 hours.

Tracy enforces its water waste ordinance on a year-round basis. Approximately 698 actions have been taken by the City since 2010 to enforce the water waste ordinance. No citations have had to be issued.

8.1.2 DMM 2 – Metering

The City has installed radio-capable water meters all of its water service connections. All meters within the City's service area are read on a monthly basis. The ability to perform meter readings remotely via radio enhances data acquisition and can potentially alert customers or the City when there is a leak, potentially reducing wasted water. Depending on the availability of budget and staffing support, the City is planning to implement a program in the future that will allow water meters to be utilized in such a way. The City has installed Advanced Metering Infrastructure (AMI) meters at some accounts, which will provide real-time water usage data to both the customer and the City. Installation of AMI meters has the ability to help the City reduce UAW in the future through the early identification of leaks. The City is planning to continue installation of AMI meters in the future.

The City has adopted the DWR Model Water Efficient Landscaping Ordinance (MWELO), which requires certain residential and non-residential projects to install separate irrigation meters if landscaped areas meet specific size thresholds.[41] In August 2012, the City conducted a feasibility study to assess the merits of implementing a program to provide incentives to switch mixed-use CII accounts to dedicated landscape meters. The study concluded that it would be too cost-prohibitive to retrofit all current mixed-use CII accounts. However, all new construction shall be equipped with a separate dedicated landscape meter. As time and money allow, current water use accounts will be retrofitted for dedicated landscape meters, starting with larger *Commercial* accounts.

8.1.3 DMM 3 – Conservation Pricing

The City's water rate structure consists of a base service rate and a commodity rate.[42] Approximately 70% to 75% of the City's water rate revenues are attributable to commodity rates (see Appendix T). The City's base service rate is tied to the size of each customer's meter. Meter service charges range from $11.70 per month for a 5/8-inch or 3/4-inch diameter meter, to $2,070.40 for a 10-inch meter. The City's commodity rate employs a tiered rate structure based on the quantity of water consumed by each customer. Four tiers are defined by the number of units of water use in a month, with one unit equal to 100 cubic feet (748 gallons). The current water rates for the City's four tiers are as follows:

- Tier 1 – $1.00 per unit
- Tier 2 – $1.45 per unit
- Tier 3 – $1.65 per unit
- Tier 4 – $1.80 per unit

To compensate for revenue losses and the resultant fiscal impacts during the low-flow winter months and during periods of water conservation, the City varies its water rates seasonally.

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[41] Per California Code of Regulation §492.7(a)(1)(A), landscape water meters must be installed for residential irrigated landscapes of 5,000 square feet or greater and for non-residential irrigated landscapes between 1,000 square feet and 5,000 square feet (at which point CWC §535 applies).
[42] The City's current water rate structure is available online at: http://www.ci.tracy.ca.us/?navId=89.

Currently, the cost per unit for each tier remains the same during the summer months (May through October) and winter months (November through April), but the range of units associated with each tier changes. For example, in the summer months, the highest unit rate, associated with Tier 4, applies when a customer uses more than 288 units in a month. In the winter months, however, this high rate is charged at a lower threshold, when a customer uses more than 191 units in a month.

In addition to the City's conservation-oriented water rate structure, the City Council maintains the authority to adopt conservation pricing and water use surcharges in times of need (see Section 7.9).

A water rate study is planned for 2018 to analyze the City's current water rate structure and evaluate possible alternatives.

8.1.4 DMM 4 – Public Education Outreach

The City distributes information about water conservation to the public through bill inserts, brochures, community speakers, paid advertising, school education programs, and community events. The City's public information program is managed by the City's WCC and includes the following activities:

- Distributing bill inserts that promote conservation;
- Promoting water conservation through television and radio advertisements;
- Coordinating with homeowner associations and local non-profit organizations to provide additional water conservation material and speakers;
- Maintaining a booth at the City's annual Bean Festival where information is distributed regarding the City's water conservation programs; and
- Using cinema advertisements by running one promotional slide before every movie at the Tracy Cinemark.

The City continues to promote water and other resource conservation at City schools through in-class presentations to fourth, fifth and sixth grade classrooms during Water Week. Approximately six classroom visits are made each year. The City also distributes public outreach materials to schools for distribution, including the 40-page *Official Captain Hydro Water Conservation Workbook* and packages of water conservation flyers. Approximately $500 of water conservation materials were distributed each year for the past five years. The City plans to continue working with the school districts and private schools in its service area to provide instructional assistance, educational materials, and classroom presentations that emphasize local urban, agricultural, and environmental issues related to water use.

The City also maintains a website providing water conservation tips and information regarding the City's water conservation programs discussed in Section 8.1.7, such as ultra low flush toilet rebates and the residential water survey program.[43]

[43] http://www.ci.tracy.ca.us/?navId=687

8.1.5 DMM 5 – Programs to Assess and Manage Distribution System Real Loss

Citywide water consumption is tracked through the use of the Inspironix Water Usage Data System (WUDS) software. As described in Section 3.1.1, the City calculates UAW by comparing total metered water consumption to potable water purchases and groundwater production. As discussed in Section 3.1.1.4, the City completes the AWWA Water Loss Worksheet each year. The City's WCC attends workshops and trainings to receive instruction on the proper utilization of this software. Completion of this worksheet allows the City to estimate real water loss, which consists of water loss attributable to the distribution system and includes physical water loss from the pressurized system and storage tanks up to the point of customer consumption.

The City monitors its distribution for leaks by using acoustic sounders and the Supervisory Control and Data Acquisition (SCADA) software. A system-wide leak detection survey has not been completed since 1999; however, the City performs routine maintenance of its water lines and promptly repairs any ruptured water lines.

8.1.6 DMM 6 – Water Conservation Program Coordination and Staffing Support

The City's water conservation program is administered by the City's WCC, Mrs. Stephanie Reyna-Hiestand. As Tracy's WCC, Mrs. Reyna-Hiestand's responsibilities are divided as follows: 45% to water conservation efforts, 45% to storm water management, and 10% to groundwater management. The duties of the WCC include coordination and oversight of conservation programs and DMM implementation, preparation and submittal of the USBR Annual Update, communication and promotion of water conservation issues to senior City management, coordination of agency conservation programs with operations and planning staff, and preparation of the annual water conservation budget. Contact information for the City's water conservation program is listed below:

Name: Stephanie Reyna-Hiestand
Phone: 209-831-4333
Email: waterresources@ci.tracy.ca.us

The City's water conservation program is funded through the Water Utility and grants. The City estimated that its total water conservation program budget for Fiscal Year 2014-2015 was approximately $196,000,[44] which includes expenses related to staffing, advertising, implementing DMMs, providing incentives and rebates, and more.

8.1.7 DMM 7 – Other DMMs

Other DMMs provided by the City, in addition to those discussed above, include the following:

- Ultra Low Flush Toilet (ULFT) Rebates: The City locally administers a ULFT Rebate Program for its residential and commercial customers. The ULFT Rebate Program was initiated in February 2007 and is subject to budget funding each fiscal year. Rebates are "first come, first served" and will continue until all ULFT rebates have been awarded each funded year. As part of this program, the City offers customers up to $125 in rebates for customers replacing a high-volume toilet (i.e., 3.0 gallons per flush (gpf), or

[44] Estimated water conservation budget provided by the City on 21 April 2016.

more) in a building that was built prior to 1994 with a ULFT that uses less than 1.6 gpf. Covered rebate expenses include the tank, bowl, supply line, wax ring, caulking, seat, bolts, bolt covers, tax, and professional installation.

Up to three rebates are allowed per *SFR* account and up to four rebates are allowed per MFR and CII customer account. Between 2010 and 2015, the City provided a total of 316 rebates.

- High-Efficiency Clothes Washing Machine (HECW) Rebates: During FY 2010-2011 and FY 2011-2012, the City offered a HECW Rebate Program to SFR and MFR customers. As part of this program, offered through a partnership with PG&E, customers receive a $50 rebate for installing Energy Star-rated HECWs listed in the Qualifying Product list published by the Consortium for Energy Efficiency. This voucher program was able to be used jointly with PG&E's rebate programs.

  The City offered the HECW rebate program on a first come, first served basis, budgeting up to $10,000 in rebates per fiscal year. The HECW Rebate Program was suspended in June 2012 due to an observed saturation in the market. During FY 2010-2011 and FY 2011-2012, the City provided a total of 760 rebates.

- Water Use Survey Program: Water use surveys are offered to SFR, MFR, and CII customers in pre-1994 buildings at no cost to the customer. As part of this program, a Water Efficiency Representative from the City conducts a tour of the property to identify leaks and offer water and money saving opportunities. Participants may receive water-saving equipment and information, as recommended by City staff.

- Plumbing Retrofit Material Giveaways: The City offers free plumbing retrofit materials to SFR, MFR, and CII customers participating in its Water Use Survey Program. The following materials are available at no cost as part of this giveaway program:
  - Bathroom aerators using 1 gpm;
  - Kitchen aerators using 1.5 gpm; and
  - Low-flow shower heads using 1.5 gpm.

  The City gave out 50 plumbing retrofit materials between 2010 and 2015.

8.2 IMPLEMENTATION OVER THE PAST FIVE YEARS

10631. (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following: (1)(A) ... a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years.

Table 8-1 and the associated chart summarizes the DMMs implemented by the City and the extent of implementation (e.g., number of surveys, number of rebates) for each of the programs listed under DMM-7 each year between 2010 and 2015.

Water savings from HET rebates and HECW issued over the past five years are conservatively estimated to be over 5 MG. [45] Through implementation of the DMMs, the City has been able to significantly reduce water demands in its service area and help its customers to achieve water and cost savings.

8.3 PLANNED IMPLEMENTATION TO MEET WATER USE TARGETS

10631.(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
(1)(A) ...The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

To achieve the SBx7-7 water use targets described in Section 4, the City intends to continue and expand implementation of the DMMs discussed above. In the future, specific program offerings may change as the market evolves. In particular, the City is exploring a potential program to offer rebates to incentive the replacement of turf with water-efficient landscapes. Additionally, the City is considering offering plumbing retrofits to restaurants to reduce water usage during pre-rinse washing cycles. As discussed in Section 4.5, the City is relying upon continued implementation of these DMMs to achieve its 2020 Target of 181 GPCD.

[45] Expected annual water savings per each HET change out would be approximately 4,041 gallons per year, using the following calculation (BAWSCA, 2013): (3.0 gpf - 1.6 gpf) x 5 flushes/toilet/day/person x 3.48 persons/house / 2.2 toilets/house x 365 days = 4,041 gal. This calculation assumes that a toilet rated at 3.0 gpf actually operates at 3.0 gpf and relies upon the persons-per-household factor from California DOF (2015).

Expected annual water savings per each HECW change out would be approximately 7,520 gallons per year, using the following calculation (BAWSCA, 2013): (43 gallons/load - 27 gallons/load) x 2.64 people/house x 0.37 loads/person/day x 365 days = 7,520 gallons. This calculation relies upon the persons-per-household factor from California DOF (2015).

CUWCC BMP Retail Coverage Report 2016

Foundational Best Managemant Practices for Urban Water Efficiency

BMP 1.1 Operation Practices

ON TRACK

7038 City of Tracy

1. Conservation Coordinator provided with necessary resources to implement BMPs?	Name:	Stephanie Reyna-Hiestand
	Title:	Water Resources Analyst II
	Email:	stephanie.hiestand@cityoftracy.org

2. Water Waste Prevention Documents

WW Document Name	WWP File Name	WW Prevention URL	WW Prevention Ordinance Terms Description
Option A Describe the ordinances or terms of service adopted by your agency to meet the water waste prevention requirements of this BMP.		https://library.municode.com/ca/tracy/codes/code_of_ordinances?nodeId=TIT11PUUT_CH11.28WAMA	The City of Tracy enforces Chapter 11.28 Water Management of the Tracy Municipal Code. This section of the municipal code contains the water shortage contingency plan and water waste provisions.
Option B Describe any water waste prevention ordinances or requirements adopted by your local jurisdiction or regulatory agencies within your service area.			
Option C Describe any documentation of support for legislation or regulations that prohibit water waste.			
Option D Describe your agency efforts to cooperate with other entities in the adoption or enforcement of local requirements consistent with this BMP.			The City regulates and enforces the Water Efficient Landscape Ordinance as written and mandated by the Department of Water Resources on all projects that are submitted for permits.
Option E Describe your agency support positions with respect to adoption of legislation or regulations that are consistent with this BMP.			The City of Tracy supports the efficient use of potable water and is an advocate for stormwater capture, harvest and use. It is also a proponent of alternative sources such as graywater systems.
Option F Describe your agency efforts to support local ordinances that establish permits requirements for water efficient design in new development.			The City enforces compliance with the Department of Water Resources 2015 Model Water Efficient Landscape Ordinance.

At Least As effective As No

CUWCC BMP Retail Coverage Report 2016

Foundational Best Managemant Practices for Urban Water Efficiency

BMP 1.1 Operation Practices **ON TRACK**

Exemption No

Comments:

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.2 Water Loss Control

NOT ON TRACK

7038 City of Tracy

Completed Standard Water Audit Using AWWA Software?	Yes
AWWA File provided to CUWCC?	Yes
2016 COT #7038 AWWA-Water Audit.xls	
AWWA Water Audit Validity Score?	71
Complete Training in AWWA Audit Method	Yes
Complete Training in Component Analysis Process?	Yes
Component Analysis?	Yes
Repaired all leaks and breaks to the extent cost effective?	Yes
Locate and Repar unreported leaks to the extent cost effective?	Yes
Maintain a record keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair.	Yes

Provided 7 Types of Water Loss Control Info

Leaks Repairs	Value Real Losses	Value Apparent Losses	Miles Surveyed	Press Reduction	Cost Of Interventions	Water Saved (AF)

At Least As effective As No

Exemption No

Comments:

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.3 Metering With Commodity

ON TRACK

7038 City of Tracy

Numbered Unmetered Accounts	No
Metered Accounts billed by volume of use	Yes
Number of CII Accounts with Mixed Use Meters	439
Conducted a feasibility study to assess merits of a program to provide incentives to switch mixed-use accounts to dedicated landscape meters?	Yes
Feasibility Study provided to CUWCC?	Yes

Date: 1/1/0001

Uploaded file name:

Completed a written plan, policy or program to test, repair and replace meters	Yes

At Least As effective As No

Exemption No

Comments:

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 1.4 Retail Conservation Pricing

Not On Track

7038 City of Tracy

Implementation (Water Rate Structure)

Customer Class	Water Rate Type	Conserving Rate?	(V) Total Revenue Comodity Charges	(M) Total Revenue Fixed Carges
Single-Family	Increasing Block	Yes	4300224.4	4392398.32
Multi-Family	Increasing Block	Yes	679303.5	369055.93
Commercial	Increasing Block	Yes	1116051.25	662415.39
Industrial	Increasing Block	Yes	473930.15	56962.89
Institutional	Increasing Block	Yes	184582	116568.02
Dedicated Irrigation	Increasing Block	Yes	833630.88	310683.66
			7587722.18	**5908084.21**

Calculate: V / (V + M) **56 %**

Implementation Option: Use Annual Revenue As Reported

☐ Use 3 years average instead of most recent year

Canadian Water and Wastewater Association

Upload file:

Agency Provide Sewer Service: Yes

Customer Class	Rate Type	Conserving Rate?
Single-Family	Increasing Block	Yes
Multi-Family	Increasing Block	Yes
Commercial	Increasing Block	Yes
Industrial	Increasing Block	Yes
Institutional	Increasing Block	Yes
Dedicated Irrigation	Increasing Block	Yes

At Least As effective As No

Exemption No

Comments:

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

7038 **City of Tracy** **Retail**

Does your agency perform Public Outreach programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

California Department of Water Resources (DWR),U.S. Bureau of Reclamation

The name of agency, contact name and email address if not CUWCC Group 1 members

Orchard Supply Hardware

Did at least one contact take place during each quater of the reporting year? Yes

Public Outreach Program List	Number
Flyers and/or brochures (total copies), bill stuffers, messages printed on bill, information packets	43518
Email Messages	3272
Website	6557
General water conservation information	1500
Total	**54847**

Did at least one contact take place during each quater of the reporting year? Yes

Number Media Contacts	Number
Articles or stories resulting from outreach	2
Radio contacts	3
Television contacts	3
Newspaper contacts	4
Total	**12**

Did at least one website update take place during each quater of the reporting year? Yes

Public Information Program Annual Budget

Annual Budget Category	Annual Budget Amount
advertising	8000
printing	2500
promotional materials	1500
Total Amount:	**12000**

Public Outreah Additional Programs
Landscaper- Pesticide Applicator Workshop
Stakeholder groups

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.1 Public Outreach

ON TRACK

Public Outreah Additional Programs
Delta Tunnels Workshops

Description of all other Public Outreach programs

Hydrozoning and mulching for less water useOur Water Our World

Comments:

At Least As effective As	No

Exemption	No	0

CUWCC BMP Coverage Report 2016

Foundational Best Management Practices For Urban Water Efficiency

BMP 2.2 School Education Programs

ON TRACK

7038 City of Tracy **Retail**

Does your agency implement School Education programs? Yes

The list of wholesale agencies performing public outreach which can be counted to help the agency comply with the BMP

California Department of Water Resources (DWR)

Materials meet state education framework requirements? Yes

Comic Books and outreach material supplied by DWR and USBR

Materials distributed to K-6? Yes

Videos, handouts, and posters

Materials distributed to 7-12 students? Yes (Info Only)

After school educational - hands-on activities

Annual budget for school education program: 500.00

Description of all other water supplier education programs

Reaching out to local teachers for potential water quality program.

Comments:

At Least As effective As No

Exemption No 0

CUWCC BMP Coverage Report 2016

7038 City of Tracy

Baseline GPCD: 275.87

GPCD in 2016 148.9

GPCD Target for 2018: 226.20

Biennial GPCD Compliance Table

ON TRACK

		Target		Highest Acceptable Bound	
Year	Report	% Base	GPCD	% Base	GPCD
2010	1	96.4%	**265.90**	100%	**275.90**
2012	2	92.8%	**256.00**	96.4%	**265.90**
2014	3	89.2%	**246.10**	92.8%	**256.00**
2016	4	85.6%	**236.10**	89.2%	**246.10**
2018	5	82.0%	**226.20**	82.0%	**226.20**

ATTACHMENT J

CITY OF TRACY
2017 WATER MANAGEMENT PLAN
SECTION 4
BMP 5 YR BUDGET

ATTACHMENT J

B. Provide a 5-Year Budget for Expenditures and Staff Efforts for BMPs

Year 2016 BMP #	BMP Name	Budgeted Expenditure (Not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$43,326.00	10,172
	1.2 Water Loss Control	$175,467.00	7,452
	1.3 Metering	$313,820.00	3,360
	1.4 Retail Conservation Pricing	$43,326.00	24
2	Education Programs		
	2.1 Public Information Programs	$15,939.70	10
	2.2 School Education Programs	$513.53	10
3	Residential	$10,000.00	100
4	CII	$10,000.00	100
5	Landscape	$10,000.00	200
	Total	**$622,392.23**	**21,428**

Year 2017 BMP #	BMP Name	Budgeted Expenditure (Not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$44,409.15	10,208
	1.2 Water Loss Control	$179,853.68	7,488
	1.3 Metering	$321,665.50	3,396
	1.4 Retail Conservation Pricing	$44,409.15	60
2	Education Programs		
	2.1 Public Information Programs	$16,338.19	46
	2.2 School Education Programs	$526.37	46
3	Residential	$10,000.00	100
4	CII	$10,000.00	100
5	Landscape	$10,000.00	200
	Total	**$637,202.04**	**21,644**

Year 2018 BMP #	BMP Name	Budgeted Expenditure (Not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$45,519.38	10,244
	1.2 Water Loss Control	$184,350.02	7,524
	1.3 Metering	$329,707.14	3,432
	1.4 Retail Conservation Pricing	$45,519.38	96
2	Education Programs		
	2.1 Public Information Programs	$16,746.65	82
	2.2 School Education Programs	$539.53	82
3	Residential	$10,000.00	100
4	CII	$10,000.00	100
5	Landscape	$10,000.00	200
	Total	**$652,382.09**	**21,860**

Year 2019 BMP #	BMP Name	Budgeted Expenditure (Not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$46,657.36	10,280
	1.2 Water Loss Control	$188,958.77	7,560
	1.3 Metering	$337,949.82	3,468
	1.4 Retail Conservation Pricing	$46,657.36	132
2	Education Programs		
	2.1 Public Information Programs	$17,165.31	118
	2.2 School Education Programs	$553.02	118
3	Residential	$10,000.00	100
4	CII	$10,000.00	100
5	Landscape	$10,000.00	200
	Total	**$667,941.64**	**22,076**

Year 2020 BMP #	BMP Name	Budgeted Expenditure (Not including staff time)	Staff Hours
1	Utilities Operations		
	1.1 Operations Practices	$47,823.80	10,316
	1.2 Water Loss Control	$193,682.74	7,596
	1.3 Metering	$346,398.56	3,504
	1.4 Retail Conservation Pricing	$47,823.80	168
2	Education Programs		
	2.1 Public Information Programs	$17,594.45	154
	2.2 School Education Programs	$566.84	154
3	Residential	$10,000.00	100
4	CII	$10,000.00	100
5	Landscape	$10,000.00	200
	Total	**$683,890.18**	**22,292**

RESOLUTION 2019-_____

ADOPTING THE CITY OF TRACY 2017 WATER MANAGEMENT PLAN

WHEREAS, The City of Tracy (City) and the United States Bureau of Reclamation (USBR) entered into a contract in 1974 for a long term water supply from the Central Valley Project (CVP), and

WHEREAS, Council approved an interim renewal contract on January 16, 2018 by Resolution No. 2018-005, and

WHEREAS, The USBR requires that all water service contractors must prepare and implement a Water Management Plan (Plan), once every five years, as required by the Reclamation Reform Act of 1982 (RRA) and the Central Valley Project Improvement Act of 1992, and

WHEREAS, The City has been preparing and implementing these Plans since March 2002, and

WHEREAS, The City had prepared and submitted a draft five-year plan (2017 – 2022), to the USBR for review and acceptance, and

WHEREAS, The USBR has now reviewed the Plan and now requires that said Plan be approved by City Council by resolution, and

WHEREAS, The Plan was presented and considered to the City Council on their March 5, 2019 meeting, and

WHEREAS, Upon submittal of Resolution, the USBR will place the Plan on the Federal Register for a 30-day Public Comment period before final acceptance, and

WHEREAS, The City is in compliance with contract requirements for the Plan once this resolution has been submitted to the USBR;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby adopts the City of Tracy 2017 Water Management Plan for 2017-2022.

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

The foregoing Resolution 2019-____ was adopted by Tracy City Council on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.C

REQUEST

ACCEPT THE CONSTRUCTION OF THE CITY SIDE ZONE 3 PUMP STATION ON CLEARWELL # 2 AT THE JOHN JONES WATER TREATMENT PLANT CIP 75121, COMPLETED BY PRESTON PIPELINES, INC., OF MILPITAS CALIFORNIA, AUTHORIZE AN APPROPRIATION OF $76,330 FROM WATER TIMP FUND 365, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

The contractor has completed construction of the City Side Zone 3 Pump Station on clearwell # 2 at the John Jones Water Treatment Plant (JJWTP), in accordance with project plans, specifications, and contract documents. Project costs are not within the available budget and an appropriation of $76,330 is needed. Staff recommends Council accept the project to enable the City to release the contractor's bonds and retention payment.

DISCUSSION

On November 7, 2017, City Council awarded a construction contract to Preston Pipelines Inc., of Milpitas, California, for the Cityside Zone 3 Pump Station Project, CIP 75121, for $2,445,000. The project involved replacement of existing old pumps on clearwell # 2 with three new pumps to serve new developments in City's water zone 3 area including Ellis and International Park of Commerce (IPC). The project also included three transmission mains within JJWTP; two to serve the Tracy Hills Development and one for new developments in the City Side Zone 3 area.

The project design, improvement plans, specifications, and contract documents were prepared under a Professional Service Agreement with West Yost & Associates Inc., of Pleasanton, California. The construction management for the project was provided by 4 Leaf Consultants.

Six change orders were issued during construction in the amount of $356,615. These change orders included change order No. 5 for $178,084 that was approved by City Council on October 2, 2018, to install a pressure-reducing valve (PRV) at the Ellis Subdivision as part of the City's overall water master plan infrastructure improvements.

Other change orders were issued to address unforeseen conditions that were due to conflicts with the existing utilities and change in the alignment of the three pipelines.

Final Construction cost of the project is as follows:

A.	Construction Contract Amount	$2,445,000
B.	Approved Change orders	$ 356,615
C.	Design support, construction management, inspection, testing & miscellaneous project management expenses	$ 261,715
	Total Construction Costs:	$3,063,330
	Available Budget	$2,172,000
	Tracy Hills Contribution	$ 815,000
	Additional Appropriation	$ 76,330
	Total Available Budget after appropriation	$3,063,330

The project was primarily funded from the Water TIMP Fund 365, with a $815,000 contribution from Tracy Hills. The project will require an appropriation of $76,330 from the Water TIMP to close out. Approval of the recommended action will ensure release of the bonds and retention to the contractor since the construction work has been completed and inspected to the City's satisfaction.

STRATEGIC PLAN

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

FISCAL IMPACT

The City Side Zone 3 Pump Station on clearwell #2 at the JJWTP is an approved Capital Improvement Project with total funding of $3,063,330. With $2,172,000 funded from Water Tracy Infrastructure Master Plan (TIMP) fees and $815,000 from the Tracy Hills Developers. An additional appropriation of $76,330 is needed from the Water TIMP Fund 365.

RECOMMENDATION

That City Council accept, by resolution, construction of the City Side Zone 3 Pump Station on Clearwell # 2 at the John Jones Water Treatment Plant, CIP 75121, completed by Preston Pipelines, Inc. of Milpitas, California, authorize an appropriation in the amount of $76,330 from the Water TIMP Fund 365, and authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, and authorize the City Engineer to release the bonds and retention payment.

Prepared by: Ripon Bhatia, Senior Civil Engineer
Reviewed by: Kuldeep Sharma, Utilities Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager
Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION 2019-_____

ACCEPTING CONSTRUCTION OF THE CITYSIDE ZONE 3 PUMP STATION ON CLEARWELL # 2 AT THE JOHN JONES WATER TREATMENT PLANT CIP 75121, COMPLETED BY PRESTON PIPELINES, INC., OF MILPITAS CALIFORNIA, AUTHORIZING AN APPROPRIATION OF $76,330 FROM WATER TIMP FUND 365, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

WHEREAS, On November 7, 2017, City Council awarded a construction contract to Preston Pipelines Inc., of Milpitas, California, for the Cityside Zone 3 Pump Station Project, CIP 75121, in the amount of $2,445,000, and

WHEREAS, The project involved replacement of existing old pumps on clearwell # 2 with three new pumps to serve new developments in City's water zone 3 area including Ellis and International Park of Commerce, and

WHEREAS, The project also included three transmission mains within JJWTP; two to serve Tracy Hills Development and one for new developments in the City Side Zone 3 area, and

WHEREAS, Six change orders were issued during construction in the amount to $356,615, and

WHEREAS, The project was primarily funded from the Water TIMP Fund 365, with a $815,000 contribution from the Tracy Hills project, and

WHEREAS, The project will require an additional appropriation of $76,330 from the Water TIMP Fund 365,

WHEREAS, Final Construction costs are as follows:

A.	Construction Contract Amount	$2,445,000
B.	Approved Change orders	$ 356,615
C.	Design support, construction management, inspection, testing & miscellaneous project management expenses	$ 261,715
	Total Construction Costs:	$3,063,330
	Available Budget	$2,172,000
	Tracy Hills Contribution	$ 815,000
	Additional Appropriation	$ 76,330
	Total Available Budget after appropriation	$3,063,330

WHEREAS, The project has been completed in accordance with the plans, specifications, and City of Tracy standards;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts construction of the City Side Zone 3 Pump Station on Clearwell # 2 at the John Jones Water Treatment Plant, CIP 75121, completed by Preston Pipelines, Inc. of Milpitas, California, authorizes an appropriation in the amount of $76,330 from the Water TIMP Fund 365, and authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, and authorizes the City Engineer to release the bonds and retention payment.

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

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.D

REQUEST

APPROVE A NEW CAPITAL IMPROVEMENT PROJECT FOR THE CONSTRUCTION OF A 20-INCH, CITY-SIDE ZONE 3 WATER LINE ALONG LAMMERS ROAD FROM ELLIS SPECIFIC PLAN AREA TO CONNECT THE EXISTING WATER LINE ON WEST SCHULTE ROAD TO BE CONVERTED TO CITY-SIDE ZONE 3 WITH A NOT TO EXCEED BUDGET OF $2,400,000; AUTHORIZE AN APPROPRIATION OF $2,400,000 FROM TRACY IMPROVEMENT MASTER PLAN (TIMP) WATER FUND (F365) TO THE NEW PROJECT

EXECUTIVE SUMMARY

Staff is requesting that the City Council authorize the establishment of a Capital Improvement Project (CIP) for the construction of new water transmission main along Lammers Road to enable a connection from City-side Zone 3 from the Ellis Specific Plan area to the Cordes Ranch Specific Plan area. The projected total project cost is $2,400,000. Staff recommends appropriating the funds from the Tracy Improvement Master Plan (TIMP) Water Fund (F365).

DISCUSSION

The City's Utilities Department has just finished the installation of a City-side pressure Zone 3 pump station at the John Jones Water Treatment Plant to supply water to City-side Zone 3 areas as described in the Citywide Water Master Plan. The developer of the Ellis subdivision on Corral Hollow Road has constructed a 20-inch water main from the Water Treatment Plant to Ellis Phase 1A along Corral Hollow Road and through Phase 1B of Ellis. The developer of The Gardens and Town and Country at Ellis will extend the 20-inch water line from Phase 1B Ellis to South Lammers Road.

To provide adequate storage and pressure for the Ellis subdivision and Cordes Ranch, a 20-inch water line on Lammers Road needs to be connected to the existing 24-inch water line on West Schulte Road. Construction of the 20-inch water line will be designed and constructed by the City under the proposed Capital Improvement Project.

Preliminary cost estimate of the project is $2,400,000. There are sufficient funds available in the TIMP Water Fund (F365) to complete the project. Staff requests $2,400,000 from the TIMP Water Fund be appropriated to the new project.

STRATEGIC PLAN

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

FISCAL IMPACT

Staff is requesting a new CIP for the construction of a 20-inch, City-side Zone 3 water line along Lammers Road from Ellis Specific Plan to connect to the existing water line

on West Schulte Road, which will be converted to City-side Zone 3 with a not to exceed amount of $2,400,000. This project will be funded from an appropriation from the TIMP Water Fund (F365). There are sufficient funds for this request.

RECOMMENDATION

That City Council, by resolution, approve a new Capital Improvement Project for the construction of a 20-inch, City-side Zone 3 water line along Lammers Road from Ellis Specific Plan to connect to the existing water line on West Schulte Road, which will be converted to City-side Zone 3, and appropriate funds from the Tracy Improvement Master Plan (TIMP) Water Fund (F365) in the amount of $2,400,000 for the new project.

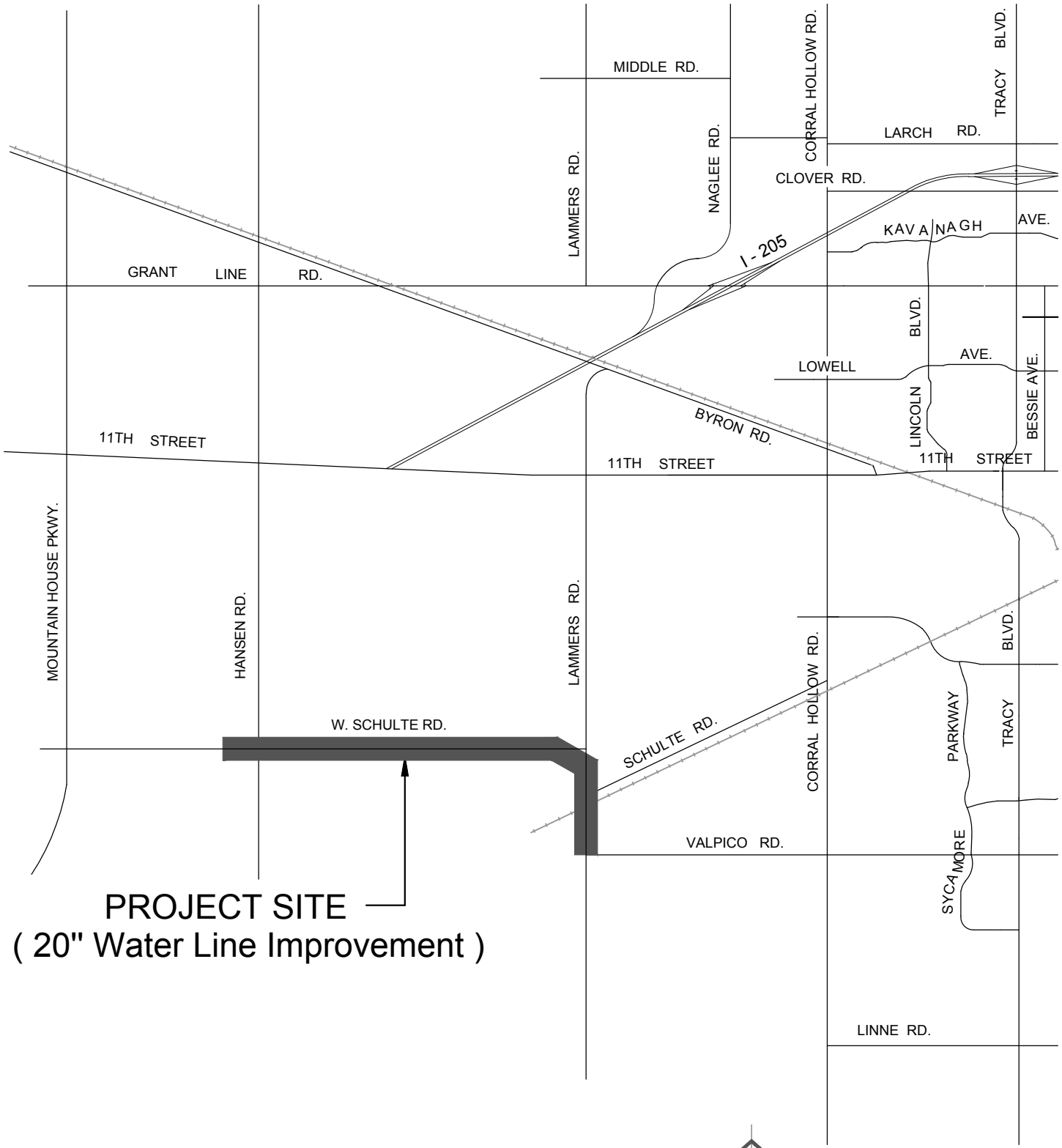
Prepared by: Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map



LOCATION MAP

N.T.S.

RESOLUTION 2019-_____

APPROVING A NEW CAPITAL IMPROVEMENT PROJECT FOR THE CONSTRUCTION OF A 20-INCH CITY-SIDE ZONE 3 WATER LINE ALONG LAMMERS ROAD FROM ELLIS SPECIFIC PLAN TO CONNECT THE EXISTING WATER LINE ON THE WEST SCHULTE ROAD TO BE CONVERTED TO THE CITY-SIDE ZONE 3, WITH A NOT TO EXCEED BUDGET OF $2,400,000 AND AUTHORIZING AN APPROPRIATION OF $2,400,000 FROM TRACY IMPROVEMENT MASTER PLAN WATER FUND (F365)

WHEREAS, The City's Utilities Department has just finished the installation of City-side pressure zone 3 pump station to supply water to the City-side Zone 3 area as per the City Water Master requirement, and

WHEREAS, The Developer of the Ellis subdivision on Corral Hollow Road has constructed a 20-inch water main from the Water Treatment Plant to Ellis Phase 1A, and

WHEREAS, The Developer of the next Phase of the Ellis Subdivision (i.e. Gardens and Town & Country) will extend the 20-inch water line Phase 1B Ellis to south Lammers Road, and

WHEREAS, Prologis, the Developer of the Cordes Ranch Specific Plan, has paid the City $1,840,665 towards the design and construction of a new water transmission main along Lammers Road to provide adequate water transmission between the Ellis subdivision and Cordes Ranch that has been deposited into the TIMP Water Fund (F365);

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a new Capital Improvement Project for the construction of a 20-inch, City-side Zone 3 water line along Lammers Road from Ellis Specific Plan to connect to the existing water line on West Schulte Road, which will be converted to City-side Zone 3, and appropriates funds from the Tracy Improvement Master Plan (TIMP) Water Fund (F365) in the amount of $2,400,000 for the new project.

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

The foregoing Resolution 2019-_____ was adopted by the Tracy City Council on the 5th day of March 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.E

REQUEST

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., FOR DESIGN OF TRACY'S WASTEWATER TREATMENT PLANT EXPANSION AND OTHER PLANT IMPROVEMENT PROJECTS (CIPs 74107, 74138, 74139, 74140, 74146) AND AUTHORIZE AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $1,200,000 FROM TIMP WASTEWATER FUND

EXECUTIVE SUMMARY

A Professional Services Agreement (PSA) with CH2M Hill Inc., (Consultant) was approved by City Council on December 19, 2017, for the design of the Tracy's Wastewater Treatment Plant (WWTP) expansion and other plant capital improvement projects as listed above. The first task of the PSA required the Consultant to review the wastewater flows, treated effluent, treatment processes, and prepare a Facilities Master Plan before starting the design for the next phase of expansion of the WWTP.

The review of the existing processes, characteristics of the wastewater flows, and the Facilities Master Plan indicates that additional process improvements involving an Aeration Basin and a Digester needs to be constructed with the next phase of expansion of the WWTP instead of in future phases. Construction of these additional elements in the processes are necessary to continue meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) permit along with other state and federal requirements. In order to complete the design and construction documents of these additional facilities, the scope of work of the Consultant needs to be amended.

DISCUSSION

On December 19, 2017, City Council approved a Professional Services Agreement (PSA) with the Consultant for design and preparation of construction documents for the next phase of expansion of the City's WWTP along with several other plant improvement projects for a not-to-exceed amount of $3,429,986.

With regards to the next phase of expansion of the WWTP, the previous Wastewater Master Plan prepared in 2003 envisioned construction of a Primary Clarifier, Solid Dewatering System and associated improvements. The first task of the PSA with the consultant required the Consultant to validate the original assumptions concerning the strength of wastewater flows, treatment processes and preparation of a Facility Master Plan.

The analysis of flow data and treatment processes indicate that additional process improvement including a new Digester and an Aeriation Basin need to be constructed with the proposed phase of expansion of the WWTP and not later as previously recommended. This is necessary due to the changes in the flow strength coming from new developments and to meet the NPDES permit and other statuary requirements.

As a result, the scope of work of the PSA with the Consultant needs to be amended to include the design of new processes and facilities and increase compensation by an additional $1,150,000 for these tasks. The scope of work related to other CIPs listed in the original PSA remains unchanged.

CH2M Hill submitted a proposal to complete the design and construction documents for the additional processes listed above. After careful review and negotiations, the total cost of additional services is estimated at an hourly rate not to exceed amount of $1,150,000. An appropriation of $1,200,000 is recommended which includes the cost of staff time spent on this project.

STRATEGIC PLAN

This agenda item is related to the Council's Strategic Plan to improve the City's infrastructure and to encourage economic development by providing suitable infrastructure.

FISCAL IMPACT

Funding for additional work to be performed under Amendment No. 1 to the existing PSA will be paid from Tracy Infrastructure Master Plan (TIMP) wastewater fees received from new developments. An appropriation of $1,200,000 is needed from the TIMP wastewater fund. The funds in excess of the amendment amount will cover staff time.

RECOMMENDATION

That the City Council approve Amendment No. 1 to Professional Services Agreement with CH2M Hill Inc., for design of Tracy's Wastewater Treatment Plant Expansion and Other improvement projects (CIPs 74107, 74138, 74139, 74140, 74146) for a not-to-exceed amount of $1,150,000 and authorize an appropriation of $1,200,000 to CIP 74107 from Tracy Infrastructure Master Plan wastewater fund.

Prepared by: Ripon Bhatia, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A - Amendment 1 to PSA with CH2M Hill - Recycled Water Phase 2

City of Tracy

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT TRACY WASTEWATER TREATMENT PLANT EXPANSION AND OTHER PLANT IMPROVEMENTS

This Amendment No. 1 (Amendment No. 1) to the Professional Services Agreement with Tracy Wastewater Treatment Plant Expansion and Other Plant Improvements Project is entered into between the City of Tracy, a municipal corporation (City), and CH2M HILL, a Florida corporation (Consultant).

Recitals

A. The City and Consultant entered into a Professional Services Agreement (Agreement) for the Tracy Wastewater Treatment Plant Expansion and Other Plant Improvements (CIP 74107) approved by the City Council on December 19, 2017 (Resolution No. 2017-269).

B. City recently completed a Facilities Master Plan and it identified the need for additional treatment processes due to changes in the wastewater characteristics.

C. Consultant's services are needed to design additional process units such as Aeration Basin and Digester and associated support facilities.

D. Also, Aeration Basin and Digester facilities are needed to comply with City's NPDES permit conditions and to provide wastewater treatment for current and future flows.

E. At the request of City, in December 2018, Consultant submitted a proposal to perform the services described in Exhibit A-1, attached hereto. 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 amendment.

F. On March 5, 2019, the City Council authorized the execution of this agreement, pursuant to Resolution No. 2019-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by reference.** This Amendment No. 1 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.** The following language shall be added to Section 1 as a new Section 1.1.

"Consultant shall also perform the services described in Exhibit "A-1" attached hereto and incorporated herein by reference."

B. **Amendment to Section 2.** The following language shall be added to Section 2 as a new Section 2.1.

"Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit 'A-1.'"

C. **Amendment to Section 3.1.** The following language shall be added as a new Section 3.1.1 of the Agreement.

"For services performed by Consultant in accordance with this Agreement, City shall pay Consultant on a time and material basis, based on the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. Consultant's fee for performing the services in Exhibit "A-1" shall Not Exceed $1,150,000 as shown in Exhibit "C-1".

Exhibits. Exhibits "A-1" and "C-1" are attached hereto and incorporated by this reference into the Agreement. Consultant is responsible for completing all tasks identified in Exhibits "A" and "A-1".

D. **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.

3. **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.

4. **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.

INTENTIONALLY LEFT BLANK

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

City of Tracy

By: _____

Title: Mayor

Date: _____

Attest:

_____

By: Adrianne Richardson, City Clerk

CH2M HILL

By: _____

Vijay Kumar, P.E.

Title: Vice President

Date: 2/13/2019

By: _____

Title: _____

Date: _____

Approved as to form

_____

By: Thomas T. Watson, City Attorney

City Business License No. 81986

EXHIBIT A-1

Scope of Work

TRACY WASTEWATER TREATMENT PLANT AERATION SYSTEM AND SLUDGE DIGESTION CAPACITY EXPANSION

TASK 1 PROJECT MANAGEMENT

Description

The goal of project management is the successful completion of projects within a set budget and schedule. The purpose of this task is to update the detailed project management plan that was prepared for the execution of the Phase 2B Expansion work. Specific elements of the plan include:

- Project Instructions: Define client and Consultant project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
- CAD/CAE Standards: Define CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
- Project Health and Safety Plan: Consultant will develop a health and safety plan to apply to all CONSULTANT employees working on this project. It will address safety in the office and during site visits and include any requirements by the Owner.

Work Approach and Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- Monthly progress calls will be held
- This task will last 68 weeks from NTP.

Work to be performed includes the following subtasks:

Subtask 1.1: Progress Meetings

Conduct regularly scheduled progress meetings with the City's review team throughout the course of the authorized work. These meetings will be held monthly. Provide meeting agenda 1-2 days in advance of each meeting. Produce and maintain a decision log to record details of decision-making on important design issues and an action item list.

Subtask 1.2: Accounting/Invoicing

Submit monthly payment requests in a format acceptable to the City project manager. The invoice format used on the Phase 2B Expansion project will be used for tasks. The

monthly payment request shall have a table identifying each task, subtask, budget, billed to date, amount remaining, and estimated percent complete. Supporting documents (copies of subconsultant invoices, etc.) shall be included with each invoice. Invoices shall be sent to:

Mr. Kul Sharma
Utilities Department
3900 Holly Drive
Tracy, CA 95304

Prepare and submit monthly progress reports as part of the monthly payment request. The monthly progress reports shall include:

- An overview of work accomplished during the previous month
- A list of problem areas, if any, and proposed corrective actions.
- A Cost Summary, including contract budget, monthly invoiced amounts, cumulative amount invoiced and remaining balance at project level.

Subtask 1.3: Administer Quality Program

Quality Assurance/Quality Control (QA/QC) program for the work performed on the Phase 2B expansion project will be expanded to include these new tasks. This effort includes continuous QA/QC of all work products and formal reviews of deliverables prior to submittal of same to the City. Actual QC review will be done in their respective submittal stages such as predesign report, 60% design documents, 90% design documents (contract documents) and Final Bid Documents.

TASK 2 PRELIMINARY DESIGN FOR AERATION BASIN AND DIGESTION CAPACITY EXPANSION

Description

This scope of work describes the services to be rendered by CONSULTANT for the pre-design of the Tracy Wastewater Treatment Plant AERATION BASIN and Digestion Capacity Expansion that consists of the following facilities and/or features:

AERATION BASIN System Expansion

Recent process modelling and analysis prepared for the facility planning task demonstrated that the influent loadings to the WWTP have increased significantly since the Phase 1B expansion in 2004. Therefore, the addition of one new aeration basin is necessary to achieve the desired treatment capacity of 12.5 mgd at current influent loading conditions and current NPDES permit requirements. Based on previous discussions with City staff during a site visit on September 27, 2018, the following improvements to the existing AERATION BASIN system are proposed:

1. Add fourth aeration basin similar in size and arrangement as existing three aeration basins.
2. Evaluate the current capacity of the PE pumping, air supply system, RAS and WAS pumping equipment.

3. Determine whether to obtain power from the new Electrical Room located adjacent to Blower Building or old Electrical Room located in the basement below Biotowers (adjacent to PE pumps).
4. Preliminary design report shall note existing 48-inch concrete (abandoned in place) located in the middle of the excavation for 4th aeration basin.
5. Preliminary design report shall note existing 16-inch WAS that will go through future fourth aeration basin (this pipe arrangement was done due to RAS/WAS pumps location and piping at the south end of secondary gallery.
6. Evaluate and implement improvements to the aeration basins influent and RAS remote control system as well as the use of knife gate valves instead of butterfly valves.

Digestion Capacity Expansion

The increase in solids loadings to the WWTP and expansion of the AERATION BASIN system results in increased sludge production. Therefore, a new digester is necessary to maintain adequate digestion capacity that meets the requirements of the 40 CFR Part 503, Biosolids Rule. The digestion capacity expansion requires the following:

1. Add Digester No. 3 on the northern side of existing digester complex and evaluate facilities lay out and feasibility of operating digesters in series or parallel. New Digester No. 3 will be concrete tank with coating and aluminum dome similar to East Digester (or Digester No. 1).
2. In addition to Digester No. 3, the facility plan shows that two additional digesters (4th and 5th) and a Digested Sludge Day Tank will be necessary at the buildout condition. New digester No. 3 will be connected to existing digesters as well as to the future digesters.
3. The connection from Digester No. 3 and future digesters connection will be shown with a common pipe gallery (similar to existing pipe gallery) connecting digesters 1-4 to Digester Building. A separate pipe (future) will connect the 5th Digester to the Digester Building. Only Digester No. 3 will be designed under this task but space and layout of future facilities will be shown.
4. The connection from Digester No. 3 and existing digesters will use a 6-inch or 8-inch mixed sludge line from the basement of the existing digester building that will convey mixed sludge to Digester No. 3.
5. The gas line from the New Digester No. 3 will connect to existing digester gas line in the pipe gallery between Digesters No. 1 and No. 2. Rename East and West Digesters as Digesters No. 1 and No. 2 respectively.
6. New transfer pumps will be added to pump digested sludge from new Digester Building to proposed dewatering facility.
7. Due to space constraints and building NFPA electrical classification issues in the existing digester building, a new Digester Building is proposed near future digesters.
8. New heat exchangers should be located in the new digester building (called Digester Building No. 2). Evaluate whether there is sufficient hot water capacity from two existing boilers in Digester Building No. 1. Consider adding connection for temporary boiler if one of the boiler is taken out of service for maintenance.
9. Additional shut off valve will be added on suction side of the pipe header to the middle mix pump to prevent sludge flowing in to the center pump chamber when

side pumps are used, and the existing mixing pumps will be relocated to enable connection of new pipe gallery to existing pipe gallery. Digester No. 3 will be designed with its own mixing system.

10. Identify source of power to new digester building from existing facilities or dedicate a portion of the new building for electrical equipment.
11. Abandon existing electrical duct bank on the north side of existing pipe gallery and then connect new pipe gallery to existing pipe gallery.
12. Currently, Stormwater Pump Station control panels are located in the existing digester building adjacent to Boiler No. 1. Relocate Stormwater Pump Station control panels and power supply to new Digester Building. This will enable relocation of existing electrical duct bank north of existing pipe gallery (between two digesters). The above relocation is necessary to connect future pipe gallery to the existing pipe gallery.
13. SCADA controls for the new digester will be similar to SCADA system and controls for existing digesters
14. During the facility planning workshops, City staff indicated that future improvements should assume that biogas would be used in a new engine generator. The increase in solids loading that lead to the addition of a 4th aeration basin and a 3rd digester will result in increased biogas production. It is assumed that the City will conduct a separate study for future cogen and biogas alternatives.
15. Evaluate if adding a new iron sponge scrubber for removing H_2S from new Digester No. 3 is necessary (check whether existing digester gas scrubber has sufficient capacity). Design of new scrubber is excluded.
16. New Digester Building No. 2 will be built in two phases. Phase 1 will have space for heat exchangers, electrical and controls for Digester No. 3 and future Digester No. 4, digested sludge pumps for Digester No. 3 and future Digester No. 4, hot water pumping for No. 3 and No. 4. Phase 2 will have space for Digested Sludge Day Tank and electrical/control/heat exchangers/digested sludge pumping and hot water pumping for Digesters No. 1 and No. 2. This will allow the City to gradually move controls, pumps and heat exchangers from existing Digester Building No. 1 to proposed Phase 2 of Digester Building No. 2 and abandon existing Digester Building No. 1 at a later time.

Work Approach and Assumptions

The project design work will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The three phases, as described below will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with City's staff, key individuals from the Consultant, and others as needed. The design review workshops will be conducted at critical design milestones as identified in the following section.

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- The pre-design work on this project will last 16 weeks from authorization to proceed and will be completed in calendar year 2019.
- A predesign workshop will be held at facilities provided by the City of Tracy.
- The plant hydraulic profile will be updated to reflect changes under this project
- Design concerning plant-wide utility systems such as basin drainage, water, and in-plant waste collection will be limited to changes in existing piping. No new structures for plan utilities will be needed.
- All work being completed is within the boundaries of surveys previous performed by Consultant, as such no new surveys are required.
- An electronic copy of each deliverable will be provided to the City for review.
- City will provide comments in electronic format 2 weeks after predesign report submittal.
- Final deliverables will be PDFs of each volume of the construction documents.

The end products from this task will include a predesign report and preliminary drawings which will provide sufficient information for City review and design team coordination and review.

Subtask 2.1: Treatment Goals and Unit Treatment Processes Description

The purpose of this task is to define the treatment process required based on the influent wastewater characteristics and other site-specific considerations. The new Aeration Basin, new Digester No. 3, new Digester Building and ancillary equipment associated with these treatment units will be recommended based on detailed discussions with plant staff and Consultant's experience with viable industry accepted options. The selection will be based on suitability to the project needs, general performance history, reliability, vendor reputation and responsiveness, and operation and maintenance simplicity.

Issues and criteria to be defined and considered in the selection will include:

- Design flow rates
- Influent and primary effluent characteristics
- Treatment goals including increased treatment capacity to 12.5 mgd
- Compliance with sludge stabilization requirements
- Other process related issues
- General process control strategy

Subtask 2.2: Geotechnical Report

This scope includes the preparation of a technical memo report for the evaluation of geotechnical data. Consultant will provide a list of soil sampling data that will be collected and tested by an independent laboratory retained by the City. Consultant will retain a drilling company to drill and obtain necessary boring information. Consultant staff will be present during the geotechnical boring to observe and assist the City to collect soil samples and to log boring data. Consultant will prepare a technical memo after the receipt of soils sampling data provided by the laboratory retained by the City.

Subtask 2.3 Predesign Workshop

At the predesign workshop up to three Consultant staff members will discuss with City staff the preferred treatment technologies for the unit processes included in this scope and firm up the needs and limits of the construction package.

Subtask 2.4 Predesign Report

Prepare 1 electronic copy of the draft and final Preliminary Design Report. This report will describe the preferred alternatives for each of the process units included in the scope of work. The report shall also include preliminary site plans, P&IDs and facility layouts to the 30 percent design level.

TASK 3 CONSTRUCTION DOCUMENTS FOR AERATION BASIN AND DIGESTION CAPACITY EXPANSION

Description

The purpose of this task is to utilize the conceptual decisions of the project that were made in the previous phase and to complete and finalize the preliminary calculations of the previous phase. Structures, equipment, major plant piping, process, site plan are all finalized during this task.

Work Approach and Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- No equipment pre-purchase or pre-negotiation will be required
- The design work on this project will last 52 weeks and will be completed in calendar year 2019
- One workshop (60 percent design phase) will be held at facilities provided by the City of Tracy
- An electronic copy of each deliverable will be provided to the City for review.
- Drawings will be produced by Consultant's standard Microstation software. Electronic drawing files will be translated to the City's AutoCAD Version 12 software platform and provided to the City.
- City will provide comments in electronic format 2 weeks after 60 percent design submittal

The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase.

Subtask 3.1: Design Development (60%)

Specific activities associated with each subtask are identified below.

Subtask 3.1.1: Design Management

- Manage day-to-day work of the design team to maintain schedule and deliverables.
- Meet regularly with Project Manager to provide linkage with the design team and assure management direction is understood by the team.
- Coordinate final constructability review.
- Coordinate final operability review.
- Purge project files of irrelevant and extraneous material. File all relevant information.

Subtask 3.1.2: Civil and Site Development

- Freeze civil design concept. Structures, road, and major site element horizontal locations are finalized. Structure floor/control levels, and finished grades are finalized.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site grading drawings.
- Set final structure elevations.
- Develop preliminary yard piping
- Show storm water control concepts (swales, curb, and gutter) on the design development drawings.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures. Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.3: Structural

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities.
- Document structural design concept for each structure. Preliminary framing plan for buildings and other structures.
- Prepare 3-D electronic models or preliminary floor plan for all major structures.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.4: Process

- Final major equipment sizing calculations.
- Coordinate with I&CS on completion of P&IDs.

- Coordinate with I&CS on development of process control narratives.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.5: Mechanical

- Update the hydraulic profile.
- Prepare 3-D electronic models or building and structure layouts (plans and major section(s)).
- Assemble catalog cuts for process equipment. Complete equipment data sheets or equipment list.
- Coordinate with I&CS in the finalization of P&IDs.
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.6: Instrumentation and Control

- Finalize P&IDs.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS).
- Summarize I&C system design philosophy for each major process in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.
- Define control interfaces for all package systems with local controls, including adjustable frequency drives.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.7: Electrical

- Prepare a preliminary layout of the major electrical equipment. Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Define requirements and concepts for special systems.

- Develop load calculations and one-lines.
- Lay out duct bank system (major runs/manholes). Coordinate with civil yard piping. Locate manholes and hand holes.
- Prepare first draft of technical specifications including performance specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.1.8: Senior Review and 60 Percent Design Review Workshop

Consultant will perform Senior Review for QA/QC prior to submitting 60% design package. In addition, Consultant will conduct one day design workshop to review the work products with the City staff and other key project staff. The workshop will be held at facilities provided by the City of Tracy. The review drawings provided to the City will be extractions from 3-D models with limited annotation. The City will prepare one set of collated comments and submit them to Consultant. Final workshop minutes, documenting the key decisions, and the work products produced through subtasks above will be submitted to the City.

Subtask 3.2: Final Design and Contract Documents (100%)

Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. Owner input is required at this point to determine construction contract requirements and insurance requirements.

- Coordinate with Owner on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.

Subtask 3.3 100% Senior Review and Design Review Workshop

Consultant will perform Senior Review for QA/QC prior to submitting 100% design package. In addition, Consultant will conduct one day design workshop to review contract documents with the City staff. The workshop will be held at facilities provided by the City of Tracy. The City will prepare one set of collated comments and submit them to Consultant. Final workshop minutes documenting the key decisions will be submitted to the City.

Subtask 3.4: Final Bid Documents

Consultant will modify the contract documents to reflect all agreed upon final review comments from the City, applicable regulatory agencies and Consultant's quality control review team. The final documents will then be submitted to the City.

Schedule

The updated phase 2B expansion project schedule is shown at the end of this document. The updated schedule includes the time of performance for the major phases of work.:

- Pre-Design for AERATION BASIN and Digestion Capacity Expansion Task will last 16 weeks
- Final Design for AERATION BASIN and Digestion Capacity Expansion Task will last 52 weeks after approval of pre-design report by City.

The updated schedule assumes City will provide comments in electronic format 2 weeks after each submittal and design proceeds during the review period.

Exhibit "B"
Billing Rates

Classification	2019
Engineering/Environmental Tech 1	$94
Engineering/Environmental Tech 2	$107
Office/Clerical/Accounting	$110
Staff Engineer 1*	$143
Engineering/Environmental Tech 3	$143
Staff Engineer 2*	$165
Engineering/Environmental Tech 4	$165
Associate Engineer*	$186
Engineering/Environmental Tech 5	$193
Project Engineer*/Associate Project Manager	$228
Engineer Specialist*/Project Manager	$258
Sr. Technologist*/Sr. Project Manager	$282
Principal Technologist*/Principal Project Manager	$315

Notes:

* includes engineering, consulting, planner and scientist disciplines

Billings rates are effective until December 31 of each year.

A markup of 10% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

Exhibit C-1—Fee Estimate

Scope of Work for Design Services
TRACY WASTEWATER TREATMENT PLANT AERATION SYSTEM AND SLUDGE DIGESTION CAPACITY EXPANSION

		Principal Technologist/ Principal Project Manager	Sr. Technologist/Sr. Project Manager	Engineer Specialist*/Project Manager	Project Engineer*/Associate Project Manager	Associate Engineer*	Staff Engineer 2*	Staff Engineer 1*	Engineering/Env. Tech 5	Engineering/Env. Tech 4	Engineering/Environmental Tech 3	Office/Clerical/ Accounting				
	2019 Billing Rates	$315	$282	$258	$228	$186	$165	$143	$193	$165	$143	$110				
Task	**Description**												Hours	Labor ($)	Expenses ($)	Total Fee ($)
1	**PROJECT MANAGEMENT**															
	CAS and Digester proj mgmt	80	24		80		80					80	344	$ 72,208	$ 7,221	$ 79,429
2	**PRE DESIGN FOR CAS AND DIGESTION CAPACITY EXPANSION**												0			$ -
2.1	Treatment Goals and Unit Treatment Processes Description	24	24	24	32	32	32	24	24	32	16	16	280	$ 56,440	$ 2,822	$ 59,262
2.2	Geotechnical Report	4	24	0	0	80	0				4	8	120	$ 24,360	$ 15,000	$ 39,360
2.3	Predesign Workshop	16	8	8	16	8	16				8	16	96	$ 20,040	$ 4,008	$ 24,048
2.4	Predesign Report	8	16	24	24	16	16	16	16	8	16	40	200	$ 37,696	$ 1,885	$ 39,581
3	**Design and Contract Documents**															$ -

3.1	Design Development (60%)																
	Architectural			60								8	68	$ 16,360	$ 818	$ 17,178	
	Civil			80								8	88	$ 21,520	$ 1,076	$ 22,596	
	Electrical				80							8	88	$ 19,120	$ 956	$ 20,076	
	Instrumentation & Control				80							8	88	$ 19,120	$ 956	$ 20,076	
	Mechanical	40		120				80				8	248	$ 55,880	$ 2,794	$ 58,674	
	Structural				80							8	88	$ 19,120	$ 956	$ 20,076	
	Design Management	120										24	144	$ 40,440	$ 2,022	$ 42,462	
	Specifications Processing	8							40		80	8	136	$ 22,560	$ 1,128	$ 23,688	
	Drafing Technicians	8							80	120	120	8	336	$ 55,800	$ 2,790	$ 58,590	
	Senior Review & QA/QC	16	40	40	16	24						8	144	$ 35,632	$ 1,782	$ 37,414	
	Construction Cost Estimating	16	24		40							16	96	$ 22,688	$ 1,134	$ 23,822	
3.2	Contract Document Completion (100%)																
	Architectural		80									4	84	$ 23,000	$ 1,150	$ 24,150	
	Civil			80								4	84	$ 21,080	$ 1,054	$ 22,134	
	Electrical			120								4	124	$ 31,400	$ 1,570	$ 32,970	
	Instrumentation & Control				80							4	84	$ 18,680	$ 934	$ 19,614	
	Mechanical	24		160	80			160				4	428	$ 90,400	$ 4,520	$ 94,920	
	Structural			120								4	124	$ 31,400	$ 1,570	$ 32,970	
	Design Management	120										8	128	$ 38,680	$ 1,934	$ 40,614	
	Specifications Processing										160	8	168	$ 23,760	$ 1,188	$ 24,948	
	Drafing Technicians								60	120	120	8	308	$ 49,420	$ 2,471	$ 51,891	

	Senior Review & QA/QC	40	60	40								8	148	$ 40,720	$ 2,036	$ 42,756
	Construction Cost Estimating				60							8	68	$ 14,560	$ 728	$ 15,288
3.3	Final Design Review Workshop	16	16	8	8		16					8	72	$ 16,960	$ 3,392	$ 20,352
3.4	Final Bid Documents															
	Specifications Processing										150	23	173	$ 23,980	$ 1,220	$ 25,200
	Engineering Mark up	16	32	32	40	40	16	32	32	32	40	8	320	$ 64,152	$ 3,208	$ 67,360
	Drafing Technicians	24	16						40	80	80	16	256	$ 46,192	$ 2,310	$ 48,502
	Subtotal	**580**	**364**	**916**	**716**	**200**	**176**	**312**	**292**	**392**	**794**	**391**	**5133**	**$ 1,073,368**	**$ 76,632**	**$ 1,150,000**

RESOLUTION 2019-_____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., FOR DESIGN OF TRACY'S WASTEWATER TREATMENT PLANT EXPANSION AND OTHER PLANT IMPROVEMENT PROJECTS (CIPs 74107, 74138, 74139, 74140, 74146) AND AUTHORIZING AN APPROPRIATION OF FUNDS IN THE AMOUNT OF $1,200,000 FROM TIMP WASTEWATER FUND

WHEREAS, On December 19, 2017, City Council approved a Professional Services Agreement (PSA) with the Consultant for design and preparation of construction documents for the next phase of expansion of the City's Wastewater Treatment Plant (WWTP) along with several other plant improvement projects for a not-to-exceed amount of $3,429,986, and

WHEREAS, With regards to the next phase of expansion of the WWTP, the previous Wastewater Master Plan prepared in 2003 envisioned construction of a Primary Clarifier, Solid Dewatering System, and associated improvements, and

WHEREAS, The analysis of flow data and treatment processes indicate that additional process improvement including a new Digester and an Aeriation Basin need to be constructed with the proposed phase of expansion of the WWTP, and

WHEREAS, As a result, the scope of work of the PSA with the Consultant needs to be amended to include the design of new processes and facilities and to increase compensation for these additional tasks, and

WHEREAS, CH2M Hill submitted a proposal to complete the design and construction documents for the additional processes, and

WHEREAS, After careful review and negotiations, the total cost of additional services is estimated at an hourly rate not to exceed amount of $1,150,000, and

WHEREAS, An appropriation of $1,200,000 is recommended which includes the cost of staff time spent on this project, and

WHEREAS, Funding for additional work to be performed under Amendment No. 1 to the existing PSA will be paid from Tracy Infrastructure Master Plan (TIMP) wastewater fees received from new developments, and

WHEREAS, An appropriation of $1,200,000 is needed from the TIMP wastewater fund. The funds in excess of the amendment amount will cover staff time;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 1 to Professional Services Agreement with CH2M Hill Inc., for design of Tracy's Wastewater Treatment Plant Expansion and Other improvement projects (CIPs 74107, 74138, 74139, 74140, 74146) for a not to exceed amount of $1,150,000 and authorizes an appropriation of $1,200,000 to CIP 74107 from Tracy Infrastructure Master Plan wastewater fund.

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

The foregoing Resolution 2019-____ was adopted by Tracy City Council on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.F

REQUEST

APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3788, TRACY HILLS VILLAGE 1A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Subdivision Improvement Agreement for Parkway Landscaping (SIA) to provide for completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3788, Tracy Hills Village 1A. Lennar Homes of California, Inc., a California corporation ("Developer"), has signed the SIA and posted the required security to guarantee completion of the parkway landscaping and irrigation improvements.

DISCUSSION

On March 20, 2018, pursuant to Resolution No. 2018-047, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC ("Subdivider") to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3788, Tracy Hills Village 1A ("Original SIA"). The Original SIA was subsequently recorded on March 29, 2018.

Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3788, Tracy Hills Village 1A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

The Final Subdivision Map for Tract 3788, Tracy Hills Village 1A, was recorded on April 11, 2018. Subsequent to the recordation of said map, the Subdivider conveyed title to all of the lots within Tract 3788, Tracy Hills Phase 1A, to the Developer. Attachment A shows the location of Tract 3788, Tracy Hills Village 1A, within the overall Tracy Hills Phase 1A project.

The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping in order to provide for the completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3788, Tracy Hills Village 1A.

The Landscape Improvement Plans and Specifications (incorporating portions of the City's Standard Specifications) describe in detail the landscape and irrigation improvements within the subject parkway strips. These plans have been prepared on behalf of the Developer and approved by the City Engineer.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The SIA is attached and the Landscape Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements (including parkway landscape and irrigation), the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the landscape construction drawings and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3788, Tracy Hills Village 1A, and authorize the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

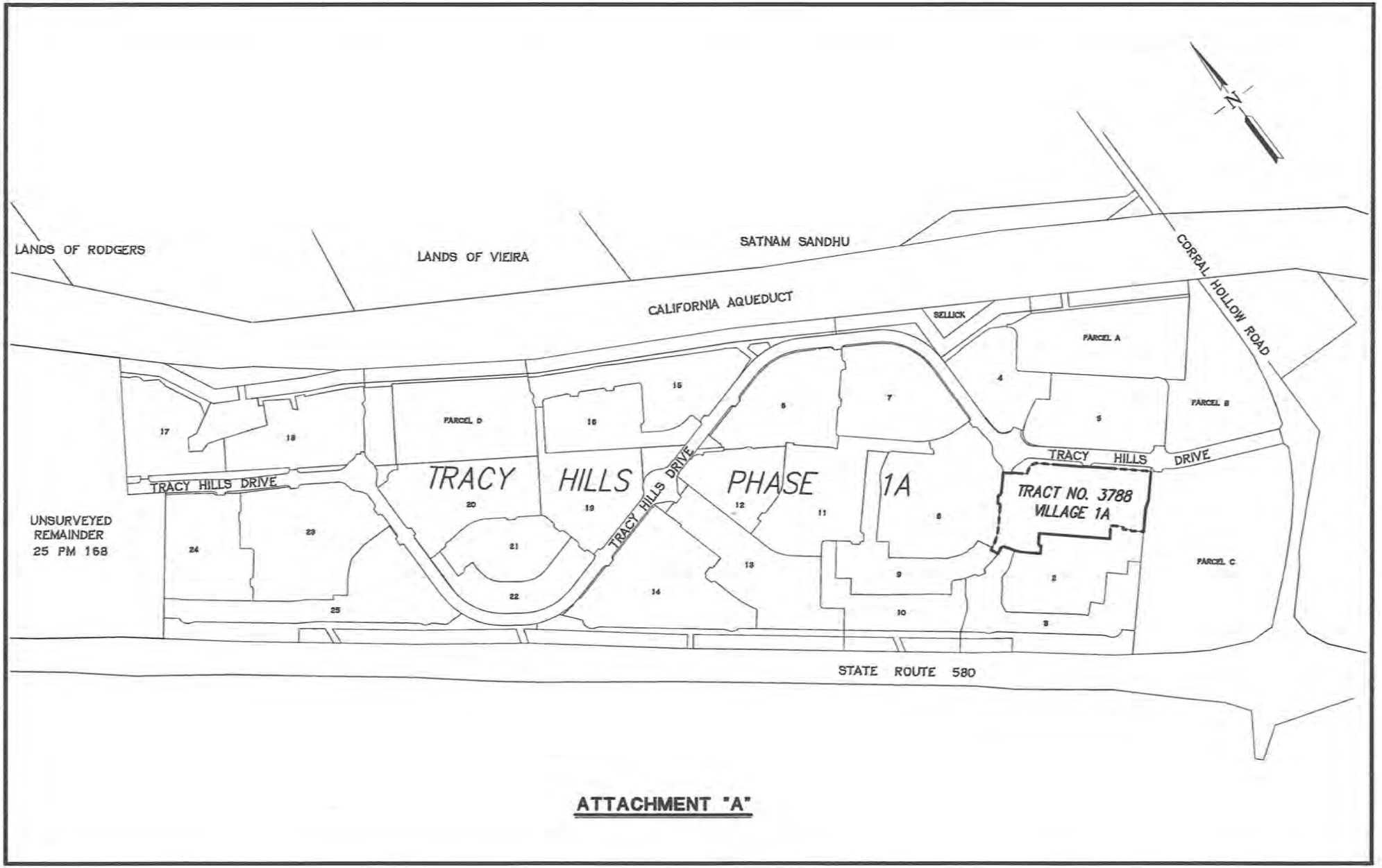
Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Subdivision Improvement Agreement



ATTACHMENT "A"

ORIGINAL

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
SUBDIVISION IMPROVEMENT AGREEMENT
(for Parkway Landscaping)
TRACT 3788, TRACY HILLS VILLAGE 1A

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.,** a California corporation (hereinafter, "Developer").

RECITALS

A. On March 20, 2018, pursuant to Resolution 2018-047, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC (***"Subdivider"***) to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3788, Tracy Hills Village 1A (the ***"Original SIA"***). The Original SIA was subsequently executed by the City and Subdivider and was recorded on March 29, 2018, as Document #2018-034910, San Joaquin County Records and is on file with the City Clerk.

B. Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3788, Tracy Hills Village 1A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

C. The Final Subdivision Map for Tract 3788, Tracy Hills Village 1A, was recorded at the request of the Subdivider on April 11, 2018, in Book 43 of Maps and Plats, at Page 24, San Joaquin County Records. Subsequent to the recordation of said map, and by virtue of the Grant Deed recorded September 6, 2018, as Document #2018-099759, San Joaquin County Records, the Subdivider conveyed title to all of the lots within Tract 3788, Tracy Hills Village 1A, to the Developer. The real property

conveyed from the Subdivider to the Developer by said Grant Deed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

D. Pursuant to the intent of the Original OIA and in furtherance of the satisfaction of the Conditions of Approval for Tract 3788, Tracy Hills Village 1A, the City and Developer now wish to enter into this Agreement for provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3788, Tracy Hills Village 1A.

E. Landscape Plans and Specifications (incorporating portions of the City's Standard Specifications), which describe in detail the landscape and irrigation improvements within the subject parkway strips, have been prepared on behalf of the Developer and approved by the City Engineer. The approved plans and specifications (the ***"Plans and Specifications"***) are incorporated herein by reference and include twenty-five (25) sheets of landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 1A-Tract 3788 Phase 1A", prepared by FORMA, two (2) sheets of structural details prepared by Harris and Sloan, and two (2) sheets of electrical plans prepared by Candela Engineering. Collectively, these Plans and Specifications are referred to herein as the ***"Scope of Work"*** or ***"Work"***.

F. Since the Work has not been completed in accordance with the Conditions of Approval, the Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code section 12.36.060(f). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. **GRADING AND STREET MAINTENANCE.**

2.1. Until all the Work is accepted by the City as complete, the Developer shall diligently perform the necessary maintenance of the entire Project site, including streets constructed within the Project, to the satisfaction of the City Engineer, at the Developer's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Developer until accepted by the City.

3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site or available by cell phone with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Developer may designate an employee of its general contractor as the Authorized Representative. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **LOCATION OF PERFORMANCE.** The Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Developer's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   5.1. **Faithful Performance** security in the amount of **$154,506.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).

   5.2. **Labor and Material** security in the amount of **$154,506.00** 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 are required to be made by laborers and materialmen).

   5.3. **Warranty** security in the amount of **$15,451.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

6. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

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

6.2. 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 $1,000,000 per occurrence, and $3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto" including "hired autos" and "non-owned autos") coverage in an amount not less than $1,000,000 per accident for bodily injury and property damage. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation coverage for employees shall be maintained as required by the State of California.

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

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

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

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be 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.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.

6.8. Insurance Certificate. Developer 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.

6.9. **Substitute Certificates.** No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

8.1. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Subdivider shall not commence Work until after the notice required by this section Developer is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

8.2. **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

8.3. **Completion of Work.** The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Developer pays all processing fees for such time extension.

8.4. Reversion to Acreage. In the event that the Developer fails to commence the Work prior to the date on which completion is due, the Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Developer shall bear all costs thereof.

9. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10. INSPECTION FEES. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceeds the amount of Inspection Fees paid by the Developer, the Developer shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid.

In the event that the City requires an independent inspection, the City may retain an independent inspector, Developer shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to the City.

11. DEFAULT.

11.1. In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Subdivider and the Developer's surety (if any) in which the default is described with appropriate specificity.

11.2. The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11.2.2. The Developer abandons the Project site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement.

11.2.4. The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11.2.5. The Developer violates any legal requirement related to the Work.

11.3. In the event that the Developer fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11.3.1. Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11.3.2. Demand the Developer to complete performance of the Work.

11.3.3. Demand the Developer's surety (if any) to complete performance of the Work.

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.

14. **INDEPENDENT CONTRACTOR STATUS.** Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer 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 whatsoever, unless the City provides prior written authorization to Developer.

15. **OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).

16. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

17. **NOTICES.**

17.1 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 respective party as follows:

To City:	To Developer:
City of Tracy	Lennar Homes of California, Inc.
333 Civic Center Plaza	2603 Camino Ramon, Suite 525
Tracy, CA 95376	San Ramon, CA 94583
Attn: City Engineer	Attn: Brian Olin

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 following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

19. **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.

20. **SEVERABILITY.** In the event, any 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 full force and effect.

21. **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.

22. **INDEMNIFICATION.** Developer shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness, or willful misconduct in the performance of Work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active

negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

24. **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 Developer and the City. This Agreement 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,
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: _____

DEVELOPER:
Lennar Homes of California, Inc.,
a California corporation

By: _____
Print Name: Brian Olin
Title: Vice President
Date: FEBRUARY 15, 2019

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 Contra Costa

On February 15, 2019, before me, Lisa McRae, Notary Public
(here insert name and title of the officer)

personally appeared Brian Olin,

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

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

WITNESS my hand and official seal.

Lisa McRae

Signature

(SEAL)



EXHIBIT A
Page 1 of 1

EXHIBIT "A"
(Legal Description of Developer's Property)

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Lots 1 through 63, inclusive, as shown on the map of Tract No. 3788, Tracy Hills Village 1A, filed April 11, 2018, in Book 43 of Maps and Plats, at Page 24, Official Records of San Joaquin County.

RESOLUTION 2019-_____

APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING TRACT 3788, TRACY HILLS VILLAGE 1A

WHEREAS, The original Subdivision Improvement Agreement for Tract 3788, Tracy Hills Village 1A ("Original SIA"), was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on March 29, 2018, and

WHEREAS, Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3788, Tracy Hills Village 1A, were intentionally excluded from the Original SIA, and

WHEREAS, The Final Subdivision Map for Tract 3788, Tracy Hills Village 1A, was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on April 11, 2018, and

WHEREAS, Subsequent to the recordation of said map, the Subdivider, Tracy Phase I, LLC, conveyed title to all of the lots within Tract 3788, Tracy Hills Village 1A, to the Developer, Lennar Homes of California, Inc., and

WHEREAS, The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping ("SIA") in order to provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3788, Tracy Hills Village 1A, and

WHEREAS, The Landscape Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Developer, and approved by the City Engineer, and

WHEREAS, The Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3788, Tracy Hills Village 1A, and authorizes the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 5th day of March, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.G

REQUEST

APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3889, TRACY HILLS VILLAGE 3A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Subdivision Improvement Agreement for Parkway Landscaping (SIA) to provide for completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3889, Tracy Hills Village 3A. Lennar Homes of California, Inc., a California corporation ("Developer"), has signed the SIA and posted the required security to guarantee completion of the parkway landscaping and irrigation improvements.

DISCUSSION

On March 20, 2018, pursuant to Resolution No. 2018-048, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC ("Subdivider") to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3889, Tracy Hills Village 3A ("Original SIA"). The Original SIA was subsequently recorded on March 29, 2018.

Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3889, Tracy Hills Village 3A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

The Final Subdivision Map for Tract 3889, Tracy Hills Village 3A, was recorded on April 11, 2018. Subsequent to the recordation of said map, the Subdivider conveyed title to all of the lots within Tract 3889, Tracy Hills Village 3A, to the Developer. Attachment A shows the location of Tract 3889, Tracy Hills Village 3A, within the overall Tracy Hills Phase 1A project.

The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping in order to provide for the completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3889, Tracy Hills Village 3A.

The Landscape Improvement Plans and Specifications (incorporating portions of the City's Standard Specifications) describe in detail the landscape and irrigation improvements within the subject parkway strips. These plans have been prepared on behalf of the Developer and approved by the City Engineer.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The SIA is attached and the Landscape Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements (including parkway landscape and irrigation), the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the landscape construction drawings and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3889, Tracy Hills Village 3A, and authorize the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

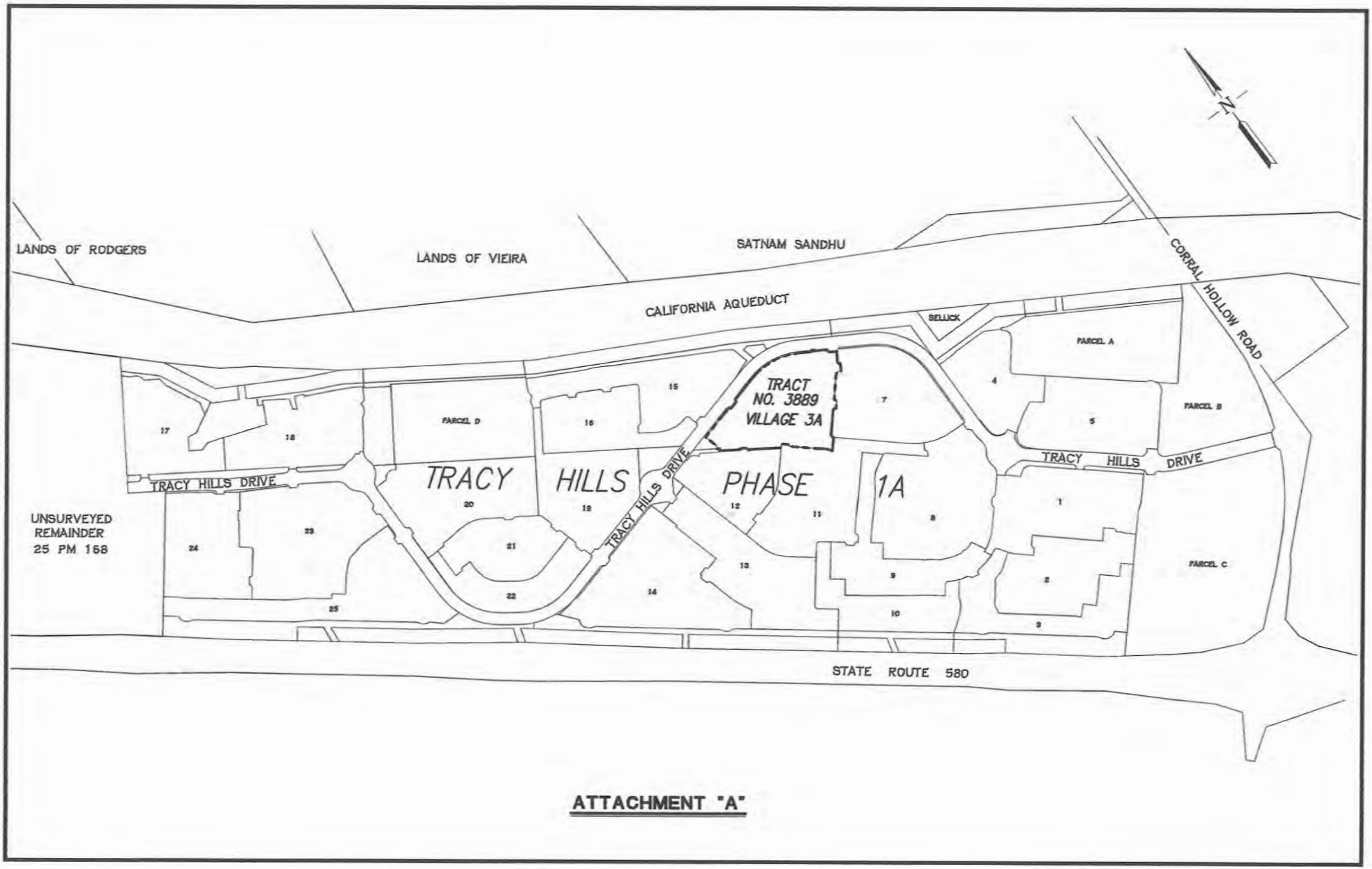
Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Subdivision Improvement Agreement



ATTACHMENT "A"

Recording Requested By:

ORIGINAL

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
SUBDIVISION IMPROVEMENT AGREEMENT
(for Parkway Landscaping)
TRACT 3889, TRACY HILLS VILLAGE 3A

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.,** a California corporation (hereinafter, "Developer").

RECITALS

A. On March 20, 2018, pursuant to Resolution 2018-047, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC (***"Subdivider"***) to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3889, Tracy Hills Village 3A (the ***"Original SIA"***). The Original SIA was subsequently executed by the City and Subdivider and was recorded on March 29, 2018, as Document #2018-034910, San Joaquin County Records and is on file with the City Clerk.

B. Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3889, Tracy Hills Village 3A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

C. The Final Subdivision Map for Tract 3889, Tracy Hills Village 3A, was recorded at the request of the Subdivider on April 11, 2018, in Book 43 of Maps and Plats, at Page 24, San Joaquin County Records. Subsequent to the recordation of said map, and by virtue of the Grant Deed recorded September 6, 2018, as Document #2018-099759, San Joaquin County Records, the Subdivider conveyed title to all of the lots within Tract 3889, Tracy Hills Village 3A, to the Developer. The real property

conveyed from the Subdivider to the Developer by said Grant Deed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

D. Pursuant to the intent of the Original OIA and in furtherance of the satisfaction of the Conditions of Approval for Tract 3889, Tracy Hills Village 3A, the City and Developer now wish to enter into this Agreement for provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3889, Tracy Hills Village 3A.

E. Landscape Plans and Specifications (incorporating portions of the City's Standard Specifications), which describe in detail the landscape and irrigation improvements within the subject parkway strips, have been prepared on behalf of the Developer and approved by the City Engineer. The approved plans and specifications (the ***"Plans and Specifications"***) are incorporated herein by reference and include twenty-four (24) sheets of landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 3A-Tract 3889 Phase 1A", prepared by FORMA, two (2) sheets of structural details prepared by Harris and Sloan, and two (2) sheets of electrical plans prepared by Candela Engineering. Collectively, these Plans and Specifications are referred to herein as the ***"Scope of Work"*** or ***"Work"***.

F. Since the Work has not been completed in accordance with the Conditions of Approval, the Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code section 12.36.060(f). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. **GRADING AND STREET MAINTENANCE.**

2.1. Until all the Work is accepted by the City as complete, the Developer shall diligently perform the necessary maintenance of the entire Project site, including streets constructed within the Project, to the satisfaction of the City Engineer, at the Developer's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Developer until accepted by the City.

3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site or available by cell phone with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Developer may designate an employee of its general contractor as the Authorized Representative. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **LOCATION OF PERFORMANCE.** The Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Developer's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   5.1. **Faithful Performance** security in the amount of **$295,622.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).

   5.2. **Labor and Material** security in the amount of **$295,622.00** 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 are required to be made by laborers and materialmen).

   5.3. **Warranty** security in the amount of **$29,562.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

6. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

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

6.2. 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 $1,000,000 per occurrence, and $3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto" including "hired autos" and "non-owned autos") coverage in an amount not less than $1,000,000 per accident for bodily injury and property damage. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation coverage for employees shall be maintained as required by the State of California.

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

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

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

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be 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.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.

6.8. Insurance Certificate. Developer 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.

6.9. **Substitute Certificates.** No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

8.1. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Subdivider shall not commence Work until after the notice required by this section Developer is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

8.2. **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

8.3. **Completion of Work.** The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Developer pays all processing fees for such time extension.

8.4. Reversion to Acreage. In the event that the Developer fails to commence the Work prior to the date on which completion is due, the Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Developer shall bear all costs thereof.

9. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10. INSPECTION FEES. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceeds the amount of Inspection Fees paid by the Developer, the Developer shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid.

In the event that the City requires an independent inspection, the City may retain an independent inspector, Developer shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to the City.

11. DEFAULT.

11.1. In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Subdivider and the Developer's surety (if any) in which the default is described with appropriate specificity.

11.2. The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11.2.2. The Developer abandons the Project site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement.

11.2.4. The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11.2.5. The Developer violates any legal requirement related to the Work.

11.3. In the event that the Developer fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11.3.1. Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11.3.2. Demand the Developer to complete performance of the Work.

11.3.3. Demand the Developer's surety (if any) to complete performance of the Work.

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.

14. **INDEPENDENT CONTRACTOR STATUS.** Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer 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 whatsoever, unless the City provides prior written authorization to Developer.

15. **OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).

16. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

17. NOTICES.

17.1 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 respective party as follows:

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

To Developer:
Lennar Homes of California, Inc.
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Brian Olin

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 following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

19. 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.

20. SEVERABILITY. In the event, any 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 full force and effect.

21. 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.

22. INDEMNIFICATION. Developer shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness, or willful misconduct in the performance of Work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active

negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

24. **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 Developer and the City. This Agreement 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,
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: _____

DEVELOPER:
Lennar Homes of California, Inc.,
a California corporation

By: _____
Print Name: Brian Olin
Title: Vice President
Date: FEBRUARY 15, 2019

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 Contra Costa

On February 15, 2019, before me, Lisa McRae, Notary Public
(here insert name and title of the officer)

personally appeared Brian Olin,

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

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

WITNESS my hand and official seal.

Lisa McRae

Signature

(SEAL)

LISA McRAE
COMM. #2137704
Notary Public - California
Contra Costa County
My Comm. Expires Dec. 20, 2019

NRO1 NRO1

EXHIBIT A
Page 1 of 1

EXHIBIT "A"
(Legal Description of Developer's Property)

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Lots 1 through 41, inclusive, as shown on the map of Tract No. 3889, Tracy Hills Village 3A, filed April 11, 2018, in Book 43 of Maps and Plats, at Page 24, Official Records of San Joaquin County.

RESOLUTION 2019-_____

APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING TRACT 3889, TRACY HILLS VILLAGE 3A

WHEREAS, The original Subdivision Improvement Agreement for Tract 3889, Tracy Hills Village 3A ("Original SIA"), was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on March 29, 2018, and

WHEREAS, Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3889, Tracy Hills Village 3A, were intentionally excluded from the Original SIA, and

WHEREAS, The Final Subdivision Map for Tract 3889, Tracy Hills Village 3A, was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on April 11, 2018, and

WHEREAS, Subsequent to the recordation of said map, the Subdivider, Tracy Phase I, LLC, conveyed title to all of the lots within Tract 3889, Tracy Hills Village 3A, to the Developer, Lennar Homes of California, Inc., and

WHEREAS, The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping ("SIA") in order to provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3889, Tracy Hills Village 3A, and

WHEREAS, The Landscape Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Developer, and approved by the City Engineer, and

WHEREAS, The Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3889, Tracy Hills Village 3A, and authorizes the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 5th day of March, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.H

REQUEST

APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3890, TRACY HILLS VILLAGE 4A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Subdivision Improvement Agreement for Parkway Landscaping (SIA) to provide for completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3890, Tracy Hills Village 4A. Lennar Homes of California, Inc., a California corporation ("Developer"), has signed the SIA and posted the required security to guarantee completion of the parkway landscaping and irrigation improvements.

DISCUSSION

On March 20, 2018, pursuant to Resolution No. 2018-049, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC ("Subdivider") to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3890, Tracy Hills Village 4A ("Original SIA"). The Original SIA was subsequently recorded on March 29, 2018.

Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3890, Tracy Hills Village 4A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

The Final Subdivision Map for Tract 3890, Tracy Hills Village 4A, was recorded on April 11, 2018. Subsequent to the recordation of said map, the Subdivider conveyed title to all of the lots within Tract 3890, Tracy Hills Village 4A, to the Developer. Attachment A shows the location of Tract 3890, Tracy Hills Village 4A, within the overall Tracy Hills Phase 1A project.

The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping in order to provide for the completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3890, Tracy Hills Village 4A.

The Landscape Improvement Plans and Specifications (incorporating portions of the City's Standard Specifications) describe in detail the landscape and irrigation improvements within the subject parkway strips. These plans have been prepared on behalf of the Developer and approved by the City Engineer.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The SIA is attached and the Landscape Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements (including parkway landscape and irrigation), the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the landscape construction drawings and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3890, Tracy Hills Village 4A, and authorize the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

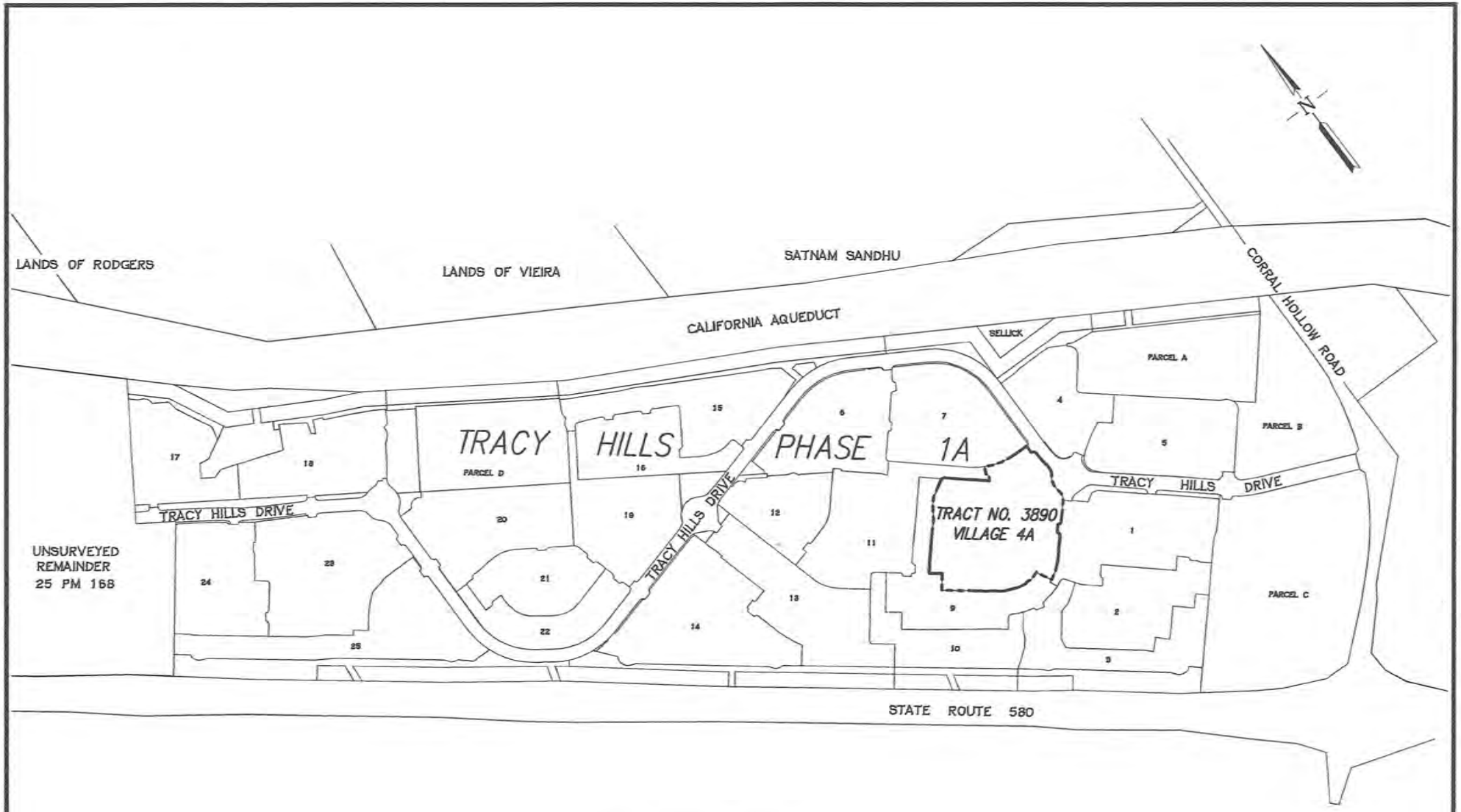
Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Subdivision Improvement Agreement



ATTACHMENT "A"

ORIGINAL

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
SUBDIVISION IMPROVEMENT AGREEMENT
(for Parkway Landscaping)
TRACT 3890, TRACY HILLS VILLAGE 4A

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.,** a California corporation (hereinafter, "Developer").

RECITALS

A. On March 20, 2018, pursuant to Resolution 2018-047, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC (***"Subdivider"***) to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3890, Tracy Hills Village 4A (the ***"Original SIA"***). The Original SIA was subsequently executed by the City and Subdivider and was recorded on March 29, 2018, as Document #2018-034910, San Joaquin County Records and is on file with the City Clerk.

B. Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3890, Tracy Hills Village 4A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

C. The Final Subdivision Map for Tract 3890, Tracy Hills Village 4A, was recorded at the request of the Subdivider on April 11, 2018, in Book 43 of Maps and Plats, at Page 26, San Joaquin County Records. Subsequent to the recordation of said map, and by virtue of the Grant Deed recorded September 6, 2018, as Document #2018-099759, San Joaquin County Records, the Subdivider conveyed title to all of the lots within Tract 3890, Tracy Hills Village 4A, to the Developer. The real property

conveyed from the Subdivider to the Developer by said Grant Deed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

D. Pursuant to the intent of the Original OIA and in furtherance of the satisfaction of the Conditions of Approval for Tract 3890, Tracy Hills Village 4A, the City and Developer now wish to enter into this Agreement for provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3890, Tracy Hills Village 4A.

E. Landscape Plans and Specifications (incorporating portions of the City's Standard Specifications), which describe in detail the landscape and irrigation improvements within the subject parkway strips, have been prepared on behalf of the Developer and approved by the City Engineer. The approved plans and specifications (the ***"Plans and Specifications"***) are incorporated herein by reference and include twenty-six (26) sheets of landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 4A-Tract 3890 Phase 1A", prepared by FORMA, two (2) sheets of structural details prepared by Harris and Sloan, and two (2) sheets of electrical plans prepared by Candela Engineering. Collectively, these Plans and Specifications are referred to herein as the ***"Scope of Work"*** or ***"Work"***.

F. Since the Work has not been completed in accordance with the Conditions of Approval, the Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code section 12.36.060(f). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. **GRADING AND STREET MAINTENANCE.**

2.1. Until all the Work is accepted by the City as complete, the Developer shall diligently perform the necessary maintenance of the entire Project site, including streets constructed within the Project, to the satisfaction of the City Engineer, at the Developer's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Developer until accepted by the City.

3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site or available by cell phone with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Developer may designate an employee of its general contractor as the Authorized Representative. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **LOCATION OF PERFORMANCE.** The Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Developer's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   5.1. **Faithful Performance** security in the amount of **$133,595.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).

   5.2. **Labor and Material** security in the amount of **$133,595.00** 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 are required to be made by laborers and materialmen).

   5.3. **Warranty** security in the amount of **$13,359.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

6. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

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

6.2. 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 $1,000,000 per occurrence, and $3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto" including "hired autos" and "non-owned autos") coverage in an amount not less than $1,000,000 per accident for bodily injury and property damage. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation coverage for employees shall be maintained as required by the State of California.

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

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

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

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be 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.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.

6.8. Insurance Certificate. Developer 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.

6.9. Substitute Certificates. No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

7. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

8.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Subdivider shall not commence Work until after the notice required by this section Developer is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

8.3. Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Developer pays all processing fees for such time extension.

8.4. Reversion to Acreage. In the event that the Developer fails to commence the Work prior to the date on which completion is due, the Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Developer shall bear all costs thereof.

9. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10. INSPECTION FEES. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceeds the amount of Inspection Fees paid by the Developer, the Developer shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid.

In the event that the City requires an independent inspection, the City may retain an independent inspector, Developer shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to the City.

11. DEFAULT.

11.1. In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Subdivider and the Developer's surety (if any) in which the default is described with appropriate specificity.

11.2. The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11.2.2. The Developer abandons the Project site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement.

11.2.4. The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11.2.5. The Developer violates any legal requirement related to the Work.

11.3. In the event that the Developer fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11.3.1. Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11.3.2. Demand the Developer to complete performance of the Work.

11.3.3. Demand the Developer's surety (if any) to complete performance of the Work.

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.

14. **INDEPENDENT CONTRACTOR STATUS.** Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer 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 whatsoever, unless the City provides prior written authorization to Developer.

15. **OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).

16. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

17. NOTICES.

17.1 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 respective party as follows:

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

To Developer:
Lennar Homes of California, Inc.
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Brian Olin

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 following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

19. 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.

20. SEVERABILITY. In the event, any 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 full force and effect.

21. 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.

22. INDEMNIFICATION. Developer shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness, or willful misconduct in the performance of Work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active

negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

24. **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 Developer and the City. This Agreement 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,
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: _____

DEVELOPER:
Lennar Homes of California, Inc.,
a California corporation

By: _____
Print Name: Brian Olin
Title: Vice President
Date: FEBRUARY 15, 2019

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 Contra Costa

On February 15, 2019, before me, Lisa McRae, Notary Public
(here insert name and title of the officer)

personally appeared Brian Olin,

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

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

WITNESS my hand and official seal.

Signature

(SEAL)



EXHIBIT A
Page 1 of 1

EXHIBIT "A"
(Legal Description of Developer's Property)

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Lots 1 through 56, inclusive, as shown on the map of Tract No. 3889, Tracy Hills Village 4A, filed April 11, 2018, in Book 43 of Maps and Plats, at Page 26, Official Records of San Joaquin County.

RESOLUTION 2019-_____

APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING TRACT 3890, TRACY HILLS VILLAGE 4A

WHEREAS, The original Subdivision Improvement Agreement for Tract 3890, Tracy Hills Village 4A ("Original SIA"), was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on March 29, 2018, and

WHEREAS, Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3890, Tracy Hills Village 4A, were intentionally excluded from the Original SIA, and

WHEREAS, The Final Subdivision Map for Tract 3890, Tracy Hills Village 4A, was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on April 11, 2018, and

WHEREAS, Subsequent to the recordation of said map, the Subdivider, Tracy Phase I, LLC, conveyed title to all of the lots within Tract 3890, Tracy Hills Village 4A, to the Developer, Lennar Homes of California, Inc., and

WHEREAS, The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping ("SIA") in order to provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3890, Tracy Hills Village 4A, and

WHEREAS, The Landscape Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Developer, and approved by the City Engineer, and

WHEREAS, The Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3890, Tracy Hills Village 4A, and authorizes the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 5th day of March, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.I

REQUEST

APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3891, TRACY HILLS VILLAGE 5A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Subdivision Improvement Agreement for Parkway Landscaping ("SIA") to provide for completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3891, Tracy Hills Village 5A. Lennar Homes of California, Inc., a California corporation ("Developer"), has signed the SIA and posted the required security to guarantee completion of the parkway landscaping and irrigation improvements.

DISCUSSION

On March 20, 2018, pursuant to Resolution No. 2018-050, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC ("Subdivider") to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3891, Tracy Hills Village 5A ("Original SIA"). The Original SIA was subsequently recorded on March 29, 2018.

Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3891, Tracy Hills Village 5A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

The Final Subdivision Map for Tract 3891, Tracy Hills Village 5A, was recorded on April 11, 2018. Subsequent to the recordation of said map, the Subdivider conveyed title to all of the lots within Tract 3891, Tracy Hills Village 5A, to the Developer. Attachment A shows the location of Tract 3891, Tracy Hills Village 5A, within the overall Tracy Hills Phase 1A project.

The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping in order to provide for the completion of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3891, Tracy Hills Village 5A.

The Landscape Improvement Plans and Specifications (incorporating portions of the City's Standard Specifications) describe in detail the landscape and irrigation improvements within the subject parkway strips. These plans have been prepared on behalf of the Developer and approved by the City Engineer.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The SIA is attached and the Landscape Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements (including parkway landscape and irrigation), the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the landscape construction drawings and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3891, Tracy Hills Village 5A, and authorize the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

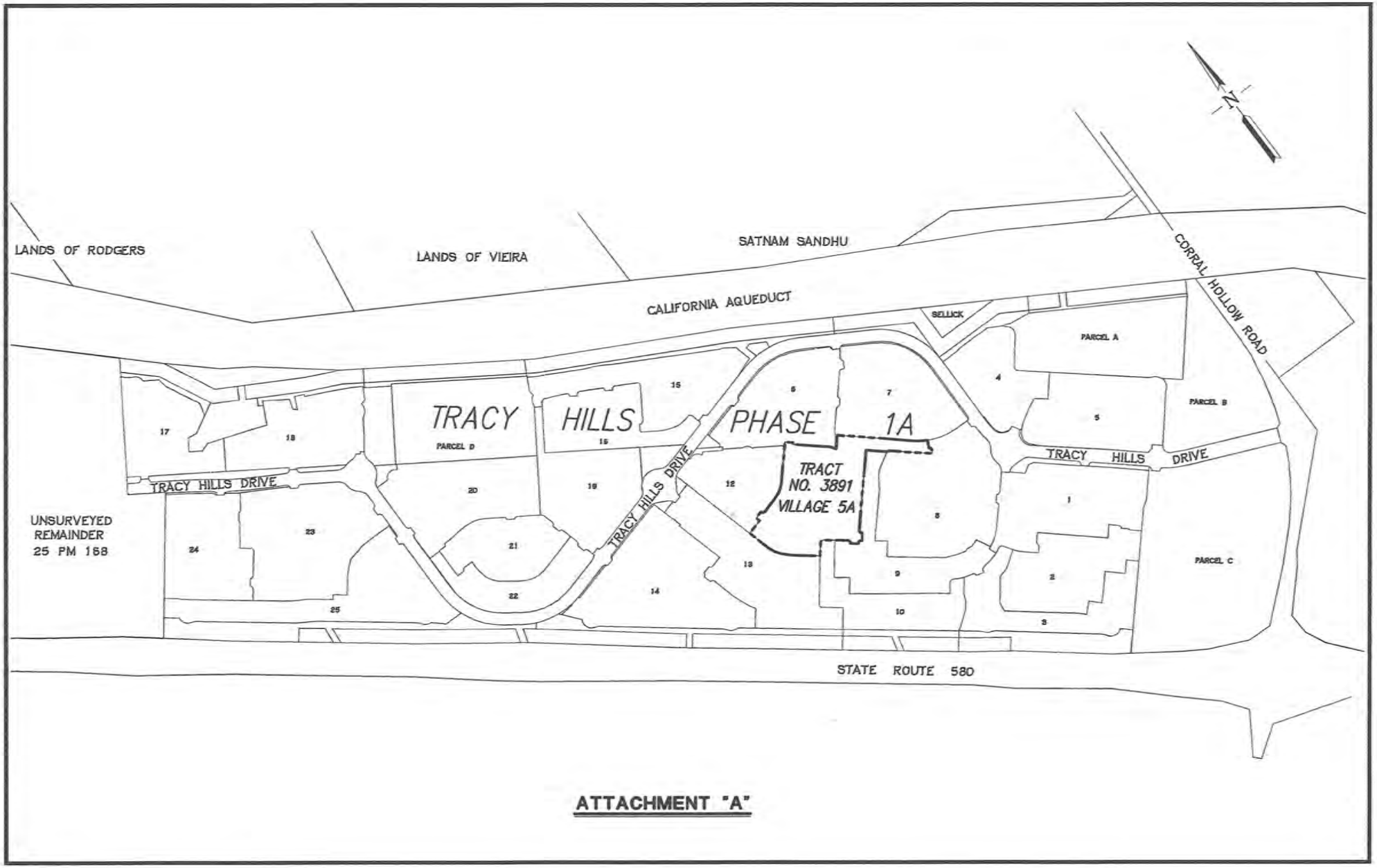
Prepared by: Nanda Gottiparthy, PE, SNG & Associates, Inc.

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Subdivision Improvement Agreement



ATTACHMENT "A"

ORIGINAL

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
SUBDIVISION IMPROVEMENT AGREEMENT
(for Parkway Landscaping)
TRACT 3891, TRACY HILLS VILLAGE 5A

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.,** a California corporation (hereinafter, "Developer").

RECITALS

A. On March 20, 2018, pursuant to Resolution 2018-047, the City Council approved a Subdivision Improvement Agreement to authorize Tracy Phase I, LLC (***"Subdivider"***) to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3891, Tracy Hills Village 5A (the ***"Original SIA"***). The Original SIA was subsequently executed by the City and Subdivider and was recorded on March 29, 2018, as Document #2018-034910, San Joaquin County Records and is on file with the City Clerk.

B. Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3891, Tracy Hills Village 5A, were excluded from the Original SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans.

C. The Final Subdivision Map for Tract 3891, Tracy Hills Village 5A, was recorded at the request of the Subdivider on April 11, 2018, in Book 43 of Maps and Plats, at Page 27, San Joaquin County Records. Subsequent to the recordation of said map, and by virtue of the Grant Deed recorded September 6, 2018, as Document #2018-099759, San Joaquin County Records, the Subdivider conveyed title to all of the lots within Tract 3891, Tracy Hills Village 5A, to the Developer. The real property

conveyed from the Subdivider to the Developer by said Grant Deed is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

D. Pursuant to the intent of the Original OIA and in furtherance of the satisfaction of the Conditions of Approval for Tract 3891, Tracy Hills Village 5A, the City and Developer now wish to enter into this Agreement for provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3891, Tracy Hills Village 5A.

E. Landscape Plans and Specifications (incorporating portions of the City's Standard Specifications), which describe in detail the landscape and irrigation improvements within the subject parkway strips, have been prepared on behalf of the Developer and approved by the City Engineer. The approved plans and specifications (the ***"Plans and Specifications"***) are incorporated herein by reference and include thirty (30) sheets of landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 5A-Tract 3891 Phase 1A", prepared by FORMA, two (2) sheets of structural details prepared by Harris and Sloan, and two (2) sheets of electrical plans prepared by Candela Engineering. Collectively, these Plans and Specifications are referred to herein as the ***"Scope of Work"*** or ***"Work"***.

F. Since the Work has not been completed in accordance with the Conditions of Approval, the Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code section 12.36.060(f). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. **GRADING AND STREET MAINTENANCE.**

2.1. Until all the Work is accepted by the City as complete, the Developer shall diligently perform the necessary maintenance of the entire Project site, including streets constructed within the Project, to the satisfaction of the City Engineer, at the Developer's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Developer until accepted by the City.

3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site or available by cell phone with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Developer may designate an employee of its general contractor as the Authorized Representative. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **LOCATION OF PERFORMANCE.** The Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Developer's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

   5.1. **Faithful Performance** security in the amount of **$296,454.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).

   5.2. **Labor and Material** security in the amount of **$296,454.00** 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 are required to be made by laborers and materialmen).

   5.3. **Warranty** security in the amount of **$29,645.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

6. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

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

6.2. 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 $1,000,000 per occurrence, and $3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto" including "hired autos" and "non-owned autos") coverage in an amount not less than $1,000,000 per accident for bodily injury and property damage. If Developer has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation coverage for employees shall be maintained as required by the State of California.

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

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

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

6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be 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.

6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.

6.8. Insurance Certificate. Developer 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.

6.9. **Substitute Certificates.** No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.

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

7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

8.1. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Subdivider shall not commence Work until after the notice required by this section Developer is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

8.2. **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

8.3. **Completion of Work.** The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Developer pays all processing fees for such time extension.

8.4. Reversion to Acreage. In the event that the Developer fails to commence the Work prior to the date on which completion is due, the Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Developer shall bear all costs thereof.

9. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10. INSPECTION FEES. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceeds the amount of Inspection Fees paid by the Developer, the Developer shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid.

In the event that the City requires an independent inspection, the City may retain an independent inspector, Developer shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to the City.

11. DEFAULT.

11.1. In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Subdivider and the Developer's surety (if any) in which the default is described with appropriate specificity.

11.2. The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11.2.2. The Developer abandons the Project site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement.

11.2.4. The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11.2.5. The Developer violates any legal requirement related to the Work.

11.3. In the event that the Developer fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11.3.1. Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

11.3.2. Demand the Developer to complete performance of the Work.

11.3.3. Demand the Developer's surety (if any) to complete performance of the Work.

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. WARRANTY PERIOD. The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.

14. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer 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 whatsoever, unless the City provides prior written authorization to Developer.

15. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).

16. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

17. NOTICES.

17.1 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 respective party as follows:

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

To Developer:
Lennar Homes of California, Inc.
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Brian Olin

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 following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

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

19. 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.

20. SEVERABILITY. In the event, any 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 full force and effect.

21. 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.

22. INDEMNIFICATION. Developer shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness, or willful misconduct in the performance of Work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active

negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

24. **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 Developer and the City. This Agreement 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,
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: _____

DEVELOPER:
Lennar Homes of California, Inc.,
a California corporation

By: _____
Print Name: Brian Olin
Title: Vice President
Date: FEBRUARY 15, 2019

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 Contra Costa

On February 15, 2019, before me, Lisa McRae, Notary Public
(here insert name and title of the officer)

personally appeared Brian Olin,

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

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

WITNESS my hand and official seal.

Signature

(SEAL)



EXHIBIT A
Page 1 of 1

EXHIBIT "A"
(Legal Description of Developer's Property)

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Lots 1 through 44, inclusive, as shown on the map of Tract No. 3891, Tracy Hills Village 5A, filed April 11, 2018, in Book 43 of Maps and Plats, at Page 27, Official Records of San Joaquin County.

RESOLUTION 2019-_____

APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING TRACT 3891, TRACY HILLS VILLAGE 5A

WHEREAS, The original Subdivision Improvement Agreement for Tract 3891, Tracy Hills Village 5A ("Original SIA"), was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on March 29, 2018, and

WHEREAS, Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3891, Tracy Hills Village 5A, were intentionally excluded from the Original SIA, and

WHEREAS, The Final Subdivision Map for Tract 3891, Tracy Hills Village 5A, was executed by the Subdivder, Tracy Phase I, LLC, and was recorded on April 11, 2018, and

WHEREAS, Subsequent to the recordation of said map, the Subdivider, Tracy Phase I, LLC, conveyed title to all of the lots within Tract 3891, Tracy Hills Village 5A, to the Developer, Lennar Homes of California, Inc., and

WHEREAS, The Developer is now requesting approval of the Subdivision Improvement Agreement for Parkway Landscaping ("SIA") in order to provide for the completion by the Developer of the landscape and irrigation improvements within the parkway strips on the public streets within Tract 3891, Tracy Hills Village 5A, and

WHEREAS, The Landscape Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Developer, and approved by the City Engineer, and

WHEREAS, The Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement for Parkway Landscaping for Tract 3891, Tracy Hills Village 5A, and authorizes the City Clerk to file the SIA with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 5th day of March, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.J

REQUEST

AWARD A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE, INC., OF LIVERMORE, CA. WITH A CONTINGENCY AMOUNT, AND APPROVE A RESOLUTION DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

EXECUTIVE SUMMARY

This agenda item requests City Council to award a construction contract to Mountain Cascade Inc. for the Tracy Recycled Water Transmission Mains – Phase 2 (CIP 74091). The scope of work includes installation of approximately 2.3 miles of 24-inch recycled water transmission mains from the phase 1 termination point at the intersection of Lammers Road and Grant Line Road to south of Capital Parks Road on Lammers Road.

This Project is the second phase of the $24M Recycled Water Project, of which $18M is funded by a Proposition 84 Grant from the California Department of Water Resources and $6M from City matching funds. The construction contract for the first phase of the Recycled Water Project was awarded by City Council at its October 16, 2018, meeting and is currently under construction.

DISCUSSION

The California Department of Water Resources awarded a Proposition 84 Grant to the City in the amount of $18 million for the Tracy Recycled Water Project (Project) to construct backbone infrastructure for the distribution of recycled water from the City's existing Wastewater Treatment Plant. The Project requires $6M from the City as matching funds with a total construction cost of $24M. The recycled water is intended to be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's right of ways once additional recycled water distribution infrastructure is completed in accordance with the City's Master Plans.

The construction contract for Phase 1 of the Project was awarded by the City Council at its October 16, 2018 meeting to Mountain Cascade, Inc., and is currently under construction. The first phase includes installation of 5.36 miles of transmission mains from the Wastewater Treatment Plant (WWTP) to Grant Line Road and Lammers Road intersection including construction of a pump station at the WWTP.

Phase 2 of the Project extends the recycled water pipeline from the intersection of Grant Line Road and Lammers Road to south of Capital Parks Road on Lammers Road via Grant Line Road and Byron Road. The base bid for Phase 2 of the Project includes installation of approximately 9,670 linear feet of 24-inch diameter recycled water pipeline from the intersection of Lammers Road and Grant Line Road to the intersection of Lammers Road and Eleventh Street. The majority of the pipeline is within the city roadway segments of Grant Line Road, Byron Road and Lammers Road, however it traverses through the intersection of Byron Road and Grant Line Road and a portion of

these segments are within the jurisdiction of San Joaquin County and Caltrans. Bid Alternate 1 includes installation of approximately 2,698 linear feet of 24-inch diameter recycled water pipeline from the intersection of Eleventh Street and Lammers Road to 2,698 feet south on Lammers Road, ending south of Capital Parks Road.

The scope of Phase 2 of the Project included a Base Bid and Bid Alternate 1 to ensure the construction contract is awarded within the available funds. This was intended to avoid rebidding of the Project if the total bid amount by the lowest bidder is more than the available funding.

After completion of the design and construction documents, Phase 2 of the Project was advertised for construction bids on January 18 and January 25, 2019. The construction bids were opened on February 12, 2019.

A total of seven bids for Phase 2 were received as listed below:

Bidder	Base Bid	Bid Alternate	Total Bid
Mountain Cascade	$ 4,527,431	$ 1,421,100	$ 5,948,531
Garney Pacific, Inc	$ 5,086,760	$ 1,176,151	$ 6,262,911
Mozingo Construction, Inc	$ 5,496,995	$ 1,444,450	$ 6,941,445
Teichart Pipelines, Inc	$ 6,076,325	$ 1,711,000	$ 7,787,325
Steven P Rados, Inc	$ 6,578,733	$ 1,366,000	$ 7,944,733
Preston Pipelines	$ 6,934,100	$ 1,993,500	$ 8,927,600
SCCI Construciton	$ 10,159,831	$ 2,862,500	$ 13,022,331

The bid from Mountain Cascade Inc. is the lowest monetary bid. The bid analysis indicates that the lowest bid from Mountain Cascade Inc. is responsive and the bidder is responsible. If City Council awards the construction Project as recommended, the construction is anticipated to be substantially complete by September 2019. The bidder has the appropriate contractor's license in active standing with the State of California, and has completed similar projects for other public agencies.

The total estimated construction cost of this project, if awarded to the low bidder, is as follows:

Construction Bid:	$ 5,948,531
Contingency Amount @ 10%	$ 594,853
Total Construction Costs	$ 6,543,384

Other associated costs for Phase 2 such as material testing and construction management was included with the consultant services for Phase 1 of Tracy Recycled Water Transmission Mains and Pump Station Project. Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for Phase 2 of this Project to be $594,853, which is 10% of the construction contract cost.

Due to the financial size and scope of Phase 2 of this Project, the City intends to issue Wastewater bonds to pay for the costs of acquisition and construction for CIP 74091. As a result, Council has to declare its intention do so by resolution. Staff expects to pay certain costs prior to the date of the future debt issuance and to use a portion of the proceeds for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

STRATEGIC PLAN

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

FISCAL IMPACT

The Tracy Recycled Water Mains and Wastewater Treatment Plant Pump Station, CIP 74091, is an approved FY 2017-19 Capital Improvement Program Project. Phase 1 of this project is already under construction. This agenda item is awarding a construction contract for Phase 2. The costs associated with this agenda item for the construction contract, contingency, design support during construction, material testing and project management will be funded from CIP 74091.

The City intends to issue Wastewater bond obligations for the purpose of paying the costs of acquisition and construction for CIP 74091. The City expects to pay certain costs of the Project prior to the date of issuance of the Obligations and to use a portion of the proceeds of the Obligations for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

RECOMMENDATION

That the City Council, by resolution, award a construction contract to Mountain Cascade Inc., for a total amount of $5,948,531 for the Tracy Recycled Water Transmission Mains - Phase 2 (CIP 74091), authorize the City Manager to approve change orders up to the specified contingency amount of $594,853, and its intention, by resolution, to reimburse expenditures from the proceeds of obligations to be issued by the City and directing certain actions.

Prepared by: Ripon Bhatia, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION 2019-_____

AWARDING A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE, INC., OF LIVERMORE, CA IN THE AMOUNT OF $5,948,531 WITH A CONTINGENCY AMOUNT OF $594,853

WHEREAS, This Project is the second phase of the $24M Recycled Water Project, out of which $18M is funded from funded from Proposition 84 Grant from the California Department of Water Resources and $6M from City's matching funds, and

WHEREAS, The construction contract for Phase 1 of the Project was awarded by the City Council on its October 16, 2018, meeting and is currently under construction, and

WHEREAS, Phase 2 of the Tracy Recycled Water Project (Project) extends the recycled water pipeline from the intersection of Grant Line Road and Lammers Road to south of Capital Parks Road on Lammers Road via Grant Line Road and Byron Road, and

WHEREAS, The base bid of the Project includes installation of approximately 9,670 linear feet of 24-inch diameter recycled water pipeline from the intersection of Lammers Road and Grant Line Road to the intersection of Lammers Road and Eleventh Street, and

WHEREAS, The scope of the Project included a Base Bid and Bid Alternate 1 to ensure the construction contract is awarded within the available funds, and

WHEREAS, The project was advertised for construction bids on January 18, and January 25, 2019. The construction bids were opened on February 12, 2019, and

WHEREAS, The bid from Mountain Cascade Inc. is the lowest monetary bid. The bid analysis indicates that the lowest bid from Mountain Cascade Inc., is responsive and the bidder is responsible, and

WHEREAS, The total estimated construction cost of this project, if awarded to the low bidder, is as follows:

Construction Bid:	$ 5,948,531
Contingency Amount @ 10% $	594,853
Total Construction Costs	$ 6,543,384

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

WHEREAS, Due to the financial size and scope of this Project, the City intends to issue Wastewater bonds to pay for the costs of acquisition and construction for CIP 74091, and

WHEREAS, Staff expects to pay certain costs prior to the date of the future debt issuance and to use a portion of the proceeds for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds, and

WHEREAS, The costs associated for the construction contract, contingency, design support during construction, material testing and project management will be funded from CIP 74091;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Mountain Cascade Inc., for Base Bid and Bid Alternate 1, for a total amount of $5,948,531 for the Tracy Recycled Water Transmission Mains - Phase 2 (CIP 74091), and authorizes the City Manager to approve change orders up to the specified contingency amount of $594,853.

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

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 5th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019-_____

A RESOLUTION DECLARING INTENTION TO REIMBURSE
EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS
TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

WHEREAS, The City of Tracy ("City") proposes to undertake the project referenced below, to issue debt for such project and to use a portion of the proceeds of such debt to reimburse expenditures made for the project prior to the issuance of the debt;

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure, and

WHEREAS, It is in the public interest and for the public benefit that the City declares its official intent to reimburse the expenditures referenced herein;

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

1. The City intends to issue obligations (the "Obligations") for the purpose of paying the costs of acquisition and construction of approximately 2.3 miles of recycled water transmission mains in addition to phase 1 recycled water transmission mains and pump station project.

2. The City hereby declares that it reasonably expects (i) to pay certain costs of the Project prior to the date of issuance of the Obligations and (ii) to use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Project that are paid before the date of issuance of the Obligations.

3. The maximum principal amount of the Obligations is $30,000,000.

* * * * *

The foregoing Resolution 2019-_____ was adopted by the Tracy City Council on the 5th day of March, 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 1.K

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1266, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN FENCE REGULATIONS AND MINIMUM LOT WIDTH REQUIREMENTS, APPLICATION NUMBER SPA19-0001

EXECUTIVE SUMMARY

Ordinance 1266 was introduced at the regular Council meeting held on February 19, 2019. Ordinance 1266 is before Council for adoption.

DISCUSSION

On January 11, 2019, The Surland Companies submitted an application for an amendment to the Ellis Specific Plan fence regulations and minimum lot width requirements (Application Number SPA19-0001). The current Ellis Specific Plan fence regulations state that a street-side yard fence is permitted only in the rear-half of a lot. The proposed amendment would remove the limitation of a street-side yard fence being permitted only in the rear-half of a lot and establish that fences must be setback a minimum of two feet from the front property line, and modify the minimum lot width for the Residential Mixed Zone (for front loaded lots, detached) from 50 feet to 45 feet. The proposed amendment to the Ellis Specific Plan is consistent with the City's General Plan and is not a project within the meaning of the California Environmental Quality Act because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Code of Regulations, §15061(b)).

Ordinance 1266 was introduced at a noticed public hearing on February 19, 2019, to amend the Ellis Specific Plan fence regulations and minimum lot width requirements.

Ordinance 1266 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 waive the second reading of and adopt Ordinance 1266.

Prepared by: Adrianne Richardson, City Clerk
Reviewed by: Andrew Malik, Assistant City Manager
Approved by: Midori Lichtwardt, Interim City Manager

Attachment A – Ordinance 1266

ORDINANCE 1266

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN FENCE REGULATIONS AND MINIMUM LOT WIDTH REQUIREMENTS, APPLICATION NUMBER SPA19-0001

WHEREAS, The Ellis Specific Plan was approved by the City Council on January 22, 2013 and amended by the City Council on May 17, 2016 and March 13, 2018, and

WHEREAS, The Ellis Specific Plan serves as the zoning regulations for the approximately 321-acre site known as Ellis, which is located in the vicinity of Ellis Town Drive between Corral Hollow Road and Lammers Road, and

WHEREAS, On January 11, 2019, The Surland Companies submitted an application for an amendment to the Ellis Specific Plan fence regulations and minimum lot width requirements (Application Number SPA19-0001), and

WHEREAS, The current Ellis Specific Plan fence regulations state that a street side yard fence is permitted only in the rear half of a lot, and

WHEREAS, The proposed amendment would remove the limitation of a street side yard fence being permitted only in the rear half of a lot, and

WHEREAS, The proposed amendment would also establish that fences must be setback two feet minimum from the front property line, and

WHEREAS, The proposed amendment would modify the minimum lot width for the Residential Mixed Zone (for front loaded lots, detached) from 50 feet to 45 feet, and

WHEREAS, The proposed amendment is consistent with the City's General Plan, and

WHEREAS, The proposed amendment to the Ellis Specific Plan is not a project within the meaning of the California Environmental Quality Act because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Code of Regulations, §15061(b)). Therefore, no further environmental assessment is required, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on January 23, 2019 and recommended that the City Council approve the amendment to the Ellis Specific Plan fence regulations and minimum lot width requirements, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on February 5, 2019 and continued the public hearing to February 19, 2019;

The City Council of the City of Tracy does ordain as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council hereby approves the amendment to the Ellis Specific Plan fence regulations and minimum lot width requirements, Application Number SPA19-0001, as shown in Exhibit "1" attached.

SECTION 3. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 4. 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 foregoing Ordinance 1266 was introduced at a regular meeting of the Tracy City Council on the 19th day of February 2019, and finally adopted on the 5th day of March, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

ELLIS SPECIFIC PLAN / PATTERN BOOK AMENDMENT

Ellis Specific Plan Amendment

Amend the first sentence of Section 3.5.19 on page 21 of Section 3 of the Ellis Specific Plan to read as follows:

> "Fences shall meet all requirements of the Tracy Municipal Code, except as otherwise specified in this section or Appendix A: Ellis Pattern Book."

Delete the following statement from Section 3.5.19 on page 21 of Section 3 of the Ellis Specific Plan:

> "The permitted maximum height within any required front yard shall be no greater than three feet measured vertically from the top of the fence to the grade of the sidewalk nearest the property line."

Ellis Pattern Book Amendment

All fence requirements and fence setbacks shown on Pages 2/8, 2/12, 2/16, 2/20, 2/24, 2/28, 2/32, 2/36, 2/40, 2/44, 2/48, 2/52, 2/56, 2/60, 2/61c, and 2/61g of the Ellis Pattern Book shall be amended to read as follows:

"FENCE REQUIREMENTS

>> Maximum height of a fence in the front yard: 3 feet

> Note: For the purposes of this section, "front yard" means the area extending across the full width of a lot between the front façade of a house and the front lot line.

>> Maximum height of a fence in a side yard, street side yard, or rear yard: 8 feet (6 feet if located in a public utility easement)

>> Any fence of 6 feet in height or greater that is facing a public street or public space shall be constructed with a lattice design for a minimum of the top 1 foot of the fence height.

FENCE SETBACKS

>> 2 feet minimum from the front lot line

>> 5 feet minimum from a street side lot line

>> Where any fence abuts a house, the fence must be setback a minimum distance of 5 feet from the front façade of the house (porch excluded)"

Residential Development Standards, Lot Width for Residential Mixed (Front Loaded Lots, Detached), shown on Page 2/74 of the Ellis Pattern Book shall be amended to read as follows:

"45 ft. min.; provided, however, lots on cul-de-sacs or knuckles shall have a minimum width of 35 feet at the front property line."

March 5, 2019

AGENDA ITEM 1.L

REQUEST

CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, MAY 7, 2019

EXECUTIVE SUMMARY

The City Council will be attending the San Joaquin Council of Governments (SJCOG) One Voice® trip to Washington D.C, from May 3 - 9, 2019. Staff is requesting that the City Council cancel the regular Council meeting scheduled for May 7, 2019.

DISCUSSION

On February 19, 2019, City Council approved the out-of-state travel for all Council members to attend the San Joaquin Council of Governments (SJCOG) One Voice® Trip to Washington D.C. from May 3 - 9, 2019. There are currently no agenda items scheduled for the May 7, 2019, Council meeting, however, if circumstances change and Council action is needed prior to that date, a special Council meeting can be scheduled. Staff requests that Council cancel the regular City Council meeting scheduled for Tuesday, May 7, 2019.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

Staff requests that Council, by motion, cancel the regular City Council meeting scheduled for Tuesday, May 7, 2019.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

March 5, 2019

AGENDA ITEM 1.M

REQUEST

APPROVE A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA), THE TRACY FIRE FIGHTERS ASSOCIATION (TFFA), SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA), TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA), GENERAL TEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS), AND THE TRACY MID-MANAGERS BARGAINING UNITS (TMMBU); APPROVE AN AMENDED COMPENSATION AND BENEFIT PLAN FOR CONFIDENTIAL EMPLOYEES UNIT (CEU) AND DEPARTMENT HEADS (DH); ADOPT A BI-WEEKLY PAYROLL SCHEDULE, AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO THE CITY MASTER SALARY SCHEDULE.

EXECUTIVE SUMMARY

The City Finance Department is proposing changing the City's payroll methodology to modernize and streamline the City's antiquated payroll process. This two-part transition involves a change from a semi-monthly pay schedule to a bi-weekly schedule and a change from paying employees at the end of the pay period (current) to paying them five workdays following the end of the period (arrears). These changes will align the City with 'Best Practices' used by other municipalities and industry. Staff have developed a four-step Transition Assistance Program to lessen the impacts to employees affected by this change. The City has also met will all the impacted labor units and reached agreement to language changes implementing bi-weekly, in arrears payroll.

DISCUSSION

Introduction

The Finance Department is proposing two changes to the payroll methodology followed by the City. The first is a change from a semi-monthly schedule (twice monthly, 24 checks/year) to a bi-weekly schedule (every two weeks, 26 check/year). The second change is moving to a "pay in arrears" system that is used by all private sector and almost all municipalities. Employees will be paid the Friday following the City's closed Friday.

In order to make this change, staff developed a Transition Plan, including a Transition Assistance Program (TAP) to assist employees with the changeover. In addition, the City met and conferred with the various bargaining units and associations representing the City's employees. The result of which produced the Side Letters of Agreement modifying the language in the Memorandums of Understanding (MOU). One unit, Tracy Police

Officers Association (TPOA), has different language in their MOU that precluded the City from reaching agreement to this change. This unit will remain on a semi-monthly schedule resulting in a bifurcated pay schedule until contract negotiations in 2021. TPOA members will not be eligible for the TAP benefits.

Current

Currently, regular full-time employees are paid on a semi-monthly basis and pay day is the last day of the pay period, or "paid current". Part-time employees are currently paid semi-monthly in arrears, or approximately 15 days after the end of the pay period. Overtime is also paid in arrears for all units. This methodology is very difficult to implement and creates numerous payroll problems. In addition, as the actual pay dates are the 15th of the month or last workday prior, and the end of the month or the last workday prior, in many periods, employees are paid before the pay period ends. Among the problems associated with the current system are:

- Varying pay schedules for full-time vs part-time vs overtime
- Varying interval between checks (between 12 and up to 19 days)
- Pay periods not aligned to ESS time entry system

Proposed

City employees (except TPOA members) will transition to the bi-weekly system beginning on April 1, 2019 with the first bi-weekly check on Friday, April 19th and continuing every two weeks thereafter. Employees will be paid approximately 5 in arrears. City employees will also benefit from this transition in many ways including:

- Consistent pay cycle and pay dates
- Faster payment of overtime
- Non-exempt employees paid for actual hours worked

Transition Assistance Program

The City is acutely aware of the adverse impact that many City employees may face during this transition. As a result of discussions with the various groups, the City developed a Transition Assistance Program to mitigate most, if not all of the adverse impacts. The TAP program is designed to 1) provide resources to assist employees absorb the transition impact, and 2) to provide financial awareness and education to employees. The TAP program is available to all impacted full-time employees.

The TAP program consists of four parts:

1) Advancing the July 2019 COLA to offset the effect of the change to 'in arrears'
2) Making available an Employee Finance Wellness Program by Wells Fargo Bank to assist employees with budgeting, bill paying and other financial education

3) Allowing additional Vacation sell-back to those who have the vacation time to further offset the impacts of both changes

4) Offering an optional short term loan program to assist employees with the effect of the bi-weekly change

The most significant impact in this transition is the change from 'pay current' to 'pay in arrears'. This change results in a five workday delay in pay to all full-time employees. To offset this impact, the City has negotiated a change to the effective date of the previously negotiated Cost of Living (COLA) increase of 4%. The COLA previously effective on July 1, 2019, will instead be effective on January 1, 2019 and be paid retroactively on April 5, 2019. This payment amounts to 2% of salary and fully mitigates the five workday delay in pay. The cost to the General Fund is approximately $400K.

Side Letters of Agreement

The attached Side Letters and Amended Compensation and Benefit Plans represent the language changes to each affected units' MOU or benefit plan. The language varies with each Side Letter in order to conform to each specific unit's MOU; however, regardless of language nuances, the intent is conform the language to the bi-weekly, in arrears system applied fairly and consistently to all units. A summary of the language changes is below:

- Change or remove references to semi-monthly salary
- Revise the effective date of the July 1, 2019 COLA to January 1, 2019
- Revise the description of "Pay Days"
- Revise language for accruals
- Revise Vacation Sell-Back provisions

Summary

The intention of this proposal is to modernize and streamline the City's antiquated payroll process. These changes will bring the City into compliance with 'Best Practices' used by other municipalities and industry. The impacts to employees affected by this change are being addressed through a four-step plan designed to mitigate the effects to employees pay. There is a General Fund cost of approximately $400K to mitigate impacts; however much of this will be recovered through future efficiencies in the payroll process.

STRATEGIC PLAN

This agenda item is consistent with the Council adopted Governance Strategy Goal 2 to ensure continued fiscal sustainability through financial and budgetary stewardship and Goal 3 to identify technological resources to promote communication, enhance city services, and promote organizational productivity.

FISCAL IMPACT

The estimated cost to move the Cost of Living increase forward to January 1, 2019 is approximately $770K. Of this cost, approximately $400K is attributable to the General

Fund. An undetermined amount of this cost will be recovered through operational efficiencies in future years. An increase in appropriations is required.

RECOMMENDATION

Approve a side letter of agreement between the City of Tracy and the Tracy Police Management Association (TPMA), the Tracy Fire Fighters Association (TFFA), South County Fire Chief Officers Association (SCFCOA), Tracy Technical and Support Services Employee Association (TTSSEA), General Teamsters Local No. 439, IBT (Teamsters), and the Tracy Mid-Managers Bargaining Units (TMMBU); approve an amended compensation and benefit plan for the Confidential Employees Unit (CEU) and Department Heads (DH); to adopt a bi-weekly payroll schedule, authorize the City Manager to increase appropriations, and authorize an amendment to the City Master Salary Schedule.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director
Kimberly Murdaugh, Human Resources Director
Thomas Watson, City Attorney
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Side letter of agreement between the City of Tracy and the Tracy Police Management Association (TPMA)
Attachment B – Side letter of agreement between the City of Tracy and the Tracy Fire Fighters Association (TFFA)
Attachment C – Side letter of agreement between the City of Tracy and the South County Fire Chief Officers Association (SCFCOA)
Attachment D – Side letter of agreement between the City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA)
Attachment E – Side letter of agreement between the City of Tracy and the General Teamsters Local No. 439, IBT (Teamsters)
Attachment F – Side letter of agreement between the City of Tracy and the Tracy Mid-Managers Bargaining Units (TMMBU)
Attachment G – Amended Confidential Employees Unit (CEU) Compensation and Benefit Plan
Attachment H – Amended Department Heads (DH) Compensation and Benefit Plan
Attachment I – City of Tracy Master Salary Schedule

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY POLICE MANAGERS ASSOCIATION
Biweekly Payroll

The City of Tracy and Tracy Police Managers Association (TPMA) agree to enter into this side letter to update the language set forth in section 2.1, 3.5 and 3.6 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

2.1 Salary Plan

Effective the first full pay period in July 1, 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by four (4%).

Effective April 1, 2019, salary ranges for classifications in this unit shall be increased by four percent (4%). Active employees on April 1, 2019, hired prior to January 1, 2019, will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019, will receive the salary increase of 4% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by four percent (4%).

Effective the first full pay period in July 1, 2018 or upon approval by the City Council, whichever is latest, salary range for Police Captain shall be increased by five (5%).

3.5 City Sell Back of Accumulated Leave

Association Members are allowed an optional sell back of accumulated leave. They may, twice in a calendar year, sell back up to fifty percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. The hourly rate is the annual salary, divided by the annual hours of work. Between April 1, 2019-December 31, 2019, association members may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum of the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays.

3.6 Sick Leave

3.6.1 Accrual Rates

All Association Members shall be eligible to accrue sick leave prorated per pay period at the following rates:

- Ninety six (96) hours per year during the first 20 years of employment.
- One hundred ninety-two hours (192) per year beginning the 21st year of employment and this/hereafter.
- Unlimited accrual of sick leave is allowed.

FOR THE City of Tracy

_____

Date: _____
Randall Bradley
City Manager

FOR THE Tracy Police Managers Association

_____

Date: 1.31.19
Tony Sheneman
President of TPMA

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY FIRE FIGHTERS ASSOCIATION (TFFA)
Biweekly Payroll

The City of Tracy and Tracy Fire Fighters Association (TFFA) agree to enter into this side letter to update the language set forth in section 5.1, 5.2, 10.3, 11.1, 11.6 and 12.1 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

5.1 Salary

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~~April 1, 2019, salary ranges for classifications in this unit shall be increased by 4.0%. Active employees on April 1, 2019, hired prior to January 1, 2019, will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.

5.2 Pay Days

Employees shall be paid ~~semi-monthly~~biweekly, every other Friday beginning on Friday, April 19, 2019. ~~on the 15th and the last day of each month. If payday falls on a Saturday or Sunday, payday is the preceding Friday.~~ If payday falls on a banking holiday, then payday is the preceding ~~workday~~business day. Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check.

Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. 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, sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

10.3 Holiday In-Lieu Pay

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

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

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

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

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

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

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

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

11.1 Vacation Benefits

A. Employees on a forty (40) hour workweek shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour workweek shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ~~twelve (12) hours of vacation per month.~~ One hundred forty-four (144) hours per year

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue ~~eighteen (18) hours of vacation per month;~~ two hundred sixteen (216) hours per year

11-15 years of continuous employment, each employee shall accrue ~~twenty-one (21) hours of vacation per month;~~ two hundred fifty-two (252) hours per year

16-20 years of continuous employment, each employee shall accrue ~~twenty-four (24) hours of vacation pay per month;~~ two hundred eighty-eight (288) hours per year

20 years or more of continuous employment, each employee shall accrue ~~one~~ twelve (12) additional hours per ~~month~~ year for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.6 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation. Between April 1, 2019-December 31, 2019, TFFA represented employees may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum sell back equivalent of one year's earning rate for vacation.

12.1 Accrual

All regular employees except Fire Inspectors shall be eligible to accrue sick leave prorated per pay period at the following rates:

a) Employees on a 56-hour schedule - ~~twenty-four (24)~~two hundred eighty-eight (288) hours per year.~~for each month of service.~~

b) Employees on a 40-hour schedule - ~~eight (8)~~Ninety-six (96) hours per year.

~~for each month of service.~~

c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change ~~while working the 40-hour schedule increased three-fold to compensate for the hourly difference in daily schedules.~~adjusted based upon the accrual rate for the 56-hour employees.

d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule

-a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

~~d) For the purpose of this section, months of service shall mean consecutive calendar months.~~

~~For the purpose of this section, months of service shall mean consecutive calendar months.~~

FOR THE City of Tracy

Date: _____

~~Randall Bradley~~Midori Lichtwardt
Interim City Manager

FOR THE Tracy Fire Fighters Association

Date: 2.19.19

_____Paul O'neal
President of TFFA

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION
Biweekly Payroll

The City of Tracy and South County Fire Chief Officers Association (SCFCOA) agree to enter into this side letter to update the language set forth in section 5.1, 5.2, 10.3, 11.1, 11.5 and 12.1 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

5.1 Salary

The salary schedule for each classification is detailed in the City of Tracy's Master Salary Schedule.

Effective the first full pay period in July of 2018 or after the date of Council approval of this Agreement, whichever is later, the salary range shall be increased by four percent (4%).

Effective ~~the first full pay period in July~~April 1, 2019, the salary ranges shall be increased by four percent (4%). Active employees on April 1, 2019, hired prior to January 1, 2019, will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.

5.2 Pay Days

Employees shall be paid ~~semi-monthly~~biweekly, every other Friday beginning on Friday, April 19, 2019. ~~on the 15th and the last day of each month. If payday falls on a Saturday or Sunday, payday is the preceding Friday.~~ If payday falls on a banking holiday, then payday is the preceding ~~workday~~business day. Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check. The payroll period is subject to change in the future.

Routine paychecks shall be for the purpose of compensating for regular hours including but not limited to vacation and sick leave usage. 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 vacation and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

10.3 Holiday In-Lieu Pay

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

Holiday In-Lieu Pay

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

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

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

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

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

11.1 Vacation Benefits

A. Employees on a forty (40) hour workweek shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour workweek shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ~~twelve (12) hours of vacation per month.~~ One hundred forty-four (144) hours per year

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue ~~eighteen (18) hours of vacation per month;~~ two hundred sixteen (216) hours per year

11-15 years of continuous employment, each employee shall accrue ~~twenty-one (21) hours of vacation per month;~~ two hundred fifty-two (252) hours per year

16-20 years of continuous employment, each employee shall accrue ~~twenty-four (24) hours of vacation pay per month;~~ two hundred eighty-eight (288) hours per year

20 years or more of continuous employment, each employee shall accrue ~~one~~ twelve (12) additional hours per ~~month~~ year for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.5 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation. Between April 1, 2019-April 30, 2020, association members may exercise the option to sell back up to 30 hours of accumulated vacation leave which will not count toward the annual maximum sell back of the equivalent of one year's earning rate for vacation.

12.1 Accrual

All regular employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

a) Employees on a 56-hour schedule - ~~twenty-four (24)~~two hundred eighty-eight (288) hours per year.~~for each month of service.~~

b) Employees on a 40-hour schedule - ~~eight (8)~~Ninety-six (96) hours per year.

~~for each month of service.~~

c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change adjusted based upon the accrual rate for the 56-hour employees.

d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule

a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

~~For the purpose of this section, months of service shall mean consecutive calendar months.~~

FOR THE City of Tracy

Date: _____
Midori Lichtwardt
Interim City Manager

FOR THE South County Fire Chief Officers Association

Date: 2-8-19
Scott Arganbright
President of SCFCOA

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSICIATION
Biweekly Payroll

The City of Tracy and Tracy Technical and Support Services Employee Association (TTSSEA) agree to enter into this side letter to update the language set forth in section 5 C, 6 A and 7 E, and 7 G 1, of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

Section 5. Hours of Work

C. Pay Days

Employees shall be paid biweekly, every other Friday beginning on Friday, April 19, 2019. If payday falls on a banking holiday, then payday is the preceding business day. Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

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 April 1, 2019, salary ranges for classifications in this unit shall be increased by 4.0%. Active employees on April 1, 2019, hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

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.

Section 7. Leave

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. Between April 1, 2019-April 30, 2020, association members may exercise the option to have the City buy back up to 30 hours of accumulated leave which will not count toward the annual maximum buy back of the equivalent of one year's earing rate for vacation and floating holidays.

G. Sick Leave

1) Sick Leave Accrual

Employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

Ninety-six (96) hours per year while in a paid status during the first 20 years of employment.

For employees hired prior to January 1, 1987, one hundred ninety-two (192) hours per year while 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.

FOR THE City of Tracy

Date: _____
Midori Lichtwardt
Interim City Manager

FOR THE Tracy Technical Support Services Employees Association

Date: 2-20-2019
Raquel Votaw
President of TTSSEA

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND GENERAL TEAMSTERS LOCAL NO. 439, IBT
Biweekly Payroll

The City of Tracy and General Teamsters Local No. 439, IBT (Teamsters) agree to enter into this side letter to update the language set forth in section 5.1, 5.2, 11.1, 11.6 and 12.1 of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

5.1 Salary

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 MOU shall be paid at a base salary within the range established for that position's classification. The ~~semi- monthly~~ salary ranges for each classification is detailed in the Master Salary Schedule.

5.1.1 Cost of Living Increases

Effective the first full pay period in July 1, 2018, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 4%.

Effective the ~~first full pay period in July~~April 1, 2019, salary ranges for classifications in this unit shall be increased by 4%. Active employees on April 1, 2019 hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by 4%.

5.2 Pay Days

Employees shall be paid ~~twice monthly~~biweekly, every other Friday beginning on Friday, April 19, 2019. If payday falls on a banking holiday, then payday is the preceding business day. Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage.~~.~~ 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.~~

11.1 Vacation Benefits

Employees shall be entitled to annual vacation leave prorated per pay period based

upon length of continuous service.

From date of employment through completion of the 5th continuous year - 96 hours per year.

From beginning of 6th year of continuous employment through completion of the 10th year - 136 hours per year.

11-15 years of continuous employment - 176 hours per year.

16 years or more continuous employment - 192 hours per year.

11.6 Vacation Sell-Back

Employees covered by this agreement are allowed an optional sell-back of accumulated vacation or floating holiday leave. Once per calendar year, an employee may sell back accumulated leave, but not more than the equivalent of 50% of one year's accrual rate for vacation and floating holiday leave. Any vacation sell-back permissible under this section requires that a minimum of 40 hours of accrued vacation leave remain in employee's leave bank. Between April 1, 2019 and April 30, 2020 employees covered by this agreement may exercise the option to sell back up to 30 hours of accumulated leave which will not require a minimum of 40 hours of accrued vacation leave remain in the employee's leave bank and will not count toward the annual maximum sell back of the equivalent of 50% of one year's annual accrual rate for vacation and floating holiday leave.

12.1 Accrual

All regular employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

~~Four (4) hours for each pay period.~~Ninety-six hours per year

Employees hired on or before January 1, 1983 shall receive ~~sixteen (16) hours of sick leave with full pay for each month of service~~ one hundred ninety-two hours per year during the twenty-first (21st) year of employment and thereafter.

~~For purposes of this Section, month of service shall mean thirty (30) consecutive days.~~

FOR THE City of Tracy

Date: _____
Randall Bradley
City Manager

FOR THE Teamsters

Gabriel Salcido

Date: 2-19-19
Gabriel Salcido
Business Representative

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY MID-MANAGERS BARGANIING UNIT
Biweekly Payroll

The City of Tracy and Tracy Mid-Managers Bargaining Unit (TMMBU) agree to enter into this side letter to update the language set forth in section 5.1, 8.5, 8.6, 8.10 and 10.7, of the parties' Memorandum of Understanding (the "MOU"), which runs through June 30, 2021. The revised language in these sections of the MOU effective January 1, 2019 shall read as follows:

Section 5. Salary

5.1 Salary Plan – Cost of Living Adjustments

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 four percent (4%).

Effective ~~the first full pay period in July 2019~~April 1, 2019, salary ranges for classifications in this unit shall be increased by four percent (4%). Active employees on April 1, 2019, hired prior to January 1, 2019, will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019, will receive the salary increase of 4% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by four percent (4%).

8.5 City Buy-Back of Accumulated Leave

TMMBU employees are allowed an optional buy back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one year's earning rate for vacation, management leave, and floating holidays. The hourly rate is the annual salary divided by the annual hours of work. Between April 1, 2019-April 30, 2020 TMMBU employees may exercise the option to have the City buy back up to 30 hours of accumulated leave,~~.~~ which will not count toward the annual maximum of the equivalent of one year's earning rate for vacation, management leave, and floating holidays.

8.6 Sick Leave Accrual

All TMMBU employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

~~One day, eight (8) hours, for each month of service.~~

Ninety-six (96) hours per year.

Anyone employed prior to January 1, 1987 shall be entitled to the following: ~~two (2) days, 16 hours for each month of service~~one hundred ninety-two (192) hours per year beginning the 21st year of employment and thereafter.

Unlimited accrual of sick leave is allowed.

Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as employee's child, including stepchildren and foster children, parent, spouse, registered domestic partner or the child of a registered domestic partner.

8.10 Vacation Accrual

Each full time employee shall accrue vacation prorated per pay period at the following rate for continuous service performed in a pay status as follows:

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

10.7 Short Term Disability Insurance

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

FOR THE City of Tracy

Date: _____
Randall Bradley
City Manager

FOR THE Tracy Mid-Managers Bargaining Unit

Date: 2/22/19
Barbara Harb
President of TMMBU

Attachment G

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

CONFIDENTIAL EMPLOYEES UNIT (CEU)

July 1, 2018 through June 30, 2021

Amended March 5, 2019

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.ci.tracy.ca.us

Attachment G

CONFIDENTIAL EMPLOYEES UNIT (CEU)
July 1, 2018 through June 30, 2021

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CITY OF TRACY
CONFIDENTIAL EMPLOYEES UNIT (CEU)
COMPENSATION AND BENEFITS PLAN
July 1, 2018 – June 30, 2021
Amended March 5, 2019

Section 1. Purpose and Intent

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

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2018 through June 30, 2021.

Section 2. Confidential Employee Unit Membership

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

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

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

Administrative Assistant II (when assigned to Human Resources)

Executive Assistant (when assigned to Human Resources)
Human Resources Technician
Legal Secretary

Section 3. Compensation

A. Salary Plan

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

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

1. Equity Increases

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

2. Cost of Living Adjustments

Effective the beginning of the first full pay period of July 2018, employees shall receive a wage increase equal to four percent (4.0)%.

Effective April 1, 2019, employees shall receive a wage increase equal to four percent (4.0)%. Active employees on April 1, 2019, hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

Effective the first full pay period of July 2020, employees shall receive a wage increase equal to four percent (4.0)%.

3. Compaction in Division Fire Chief Classification

No later than six (6) months after of the date upon which this Compensation and Benefits Plan is adopted by the City Council, the City agrees to analyze the issue of whether there is compaction between the classification of Division Fire Chief and the classification of Battalion Chief and report back to this Unit with the results of that analysis.

B. Components of Salary

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

1. Base Salary

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

C. Overtime

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

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

2. Non-Management Confidential Employees

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

a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the City shall pay a meal allowance of seven dollars ($7) to

the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.

Section 4. Leaves

A. Vacation

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

0-5 years	96 hours per year
6-10 years	136 hours per year
11-15 years	176 hours per year
16-20 years	192 hours per year
21+ years	216 hours per year

B. Management Leave for Confidential Management Employees

The City provides management leave in recognition of the need to devote more than 40 hours per week to their duties. Effective July 1, 2018, the City shall provide management leave in the amount of 120 hours per calendar year to Confidential Management employees in the Confidential Employees Unit. Eligible employees employed by the City as of July 1, 2018 shall receive a prorated number of hours for 2018. Newly hired or promoted employees who are Confidential Management employees shall receive a prorated number of hours based on their start date in a Confidential Management position.

C. Floating Holidays

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

D. Maximum Accrual of Leave

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

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

E. City Buy-Back of Accrued Leave

All employees in the Confidential Employees Unit are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. The hourly rate is the annual salary divided by the annual hours of work. Between April 1, 2019-April 30, 2020, employees in this unit may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum sell back equivalent of one year's earning rate for vacation.

F. Sick Leave Accrual

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

Ninety-six (96) hours per year

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

Unlimited accrual of sick leave is allowed.

Confidential Management Employees may utilize up to one-half (1/2) of their annual accrual of sick leave for the care of their immediate family. Immediate family is defined as child, parent or spouse.

Confidential Non-Management Employees may take unlimited days of sick leave for care of their immediate family. Immediate family is defined as child, parent or spouse.

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

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

Upon retirement, employees may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and his/her dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted. Thereafter, the employee and his/her 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 his/her dependents.

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

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

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 his/her Department Director's permission, use vacation leave if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

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

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

I. Holiday Pay for Division Fire Chiefs

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

Section 5. Benefits

A. CalPERS Retirement

1. CalPERS Formula

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

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

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

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

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

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

2. Payment of CalPERS Retirement Benefit

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

Each Confidential employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee. In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% contribution towards the employers share or such contribution becomes contrary to any subsequent rules, regulations and/or law rendering the contribution null and void that the equivalent salary increase conferred in this section shall also cease and become null and void.

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

    b. Miscellaneous Employees

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

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

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

    c. Safety Employees

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

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

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

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

B. Insurance

1. Medical

1.1 Plans Provided

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

1.2 New Employees

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

2. Dental

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

3. Vision Care

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

4. Life Insurance

Upon Council approval of this Compensation and Benefit Plan, effective July 1, 2018, the City shall provide Confidential Management employees life insurance coverage

of $150,000, as soon as administratively feasible. Upon Council approval of this Compensation and Benefit Plan, effective July 1, 2018, the City shall provide Non-Exempt Confidential employees life insurance coverage of $75,000, as soon as administratively feasible. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

5. Short-Term Disability Insurance (STD)

Short Term Disability insurance is provided to all employees in the Confidential Employees Unit through Standard Insurance with the premium paid by employees at the rate of .83% of the monthly salary.

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

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

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

6. Long Term Disability Insurance (LTD)

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

7. Cafeteria Plan

7.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City’s cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the

employee's benefit level, either family, employee plus one, or employee only to each employee's account.

7.2 Cash Out Options

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

7.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2019, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

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

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

7.4 Approved Account Uses

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

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided, and at times designated by the City each year, all information necessary to administer the Cafeteria Plan during the

12-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of 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 Resources designee. No retroactive payments shall be allowed.

8. Flexible Benefits Plan (IRS Section 125)

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

C. Deferred Compensation

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

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

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

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

D. Management and Professional Development Benefit for Confidential Management Employees

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

E. Non-Exempt Confidential Employee Pay

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

F. Uniform Allowance

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

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

The uniform allowances described above shall be paid annually on the regular payday for the 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 in the pay period that includes June 30, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment.

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

G. Annual Physical

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

H. Educational Expense Reimbursement

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

Section 6. Miscellaneous

A. Retiree Health Savings Account

The City agrees to explore a tax-deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves. The City agrees to report back to employees in the Confidential Employees Unit employees under this section within twelve (12) months following adoption of this Compensation and Benefits Plan by the City Council.

B. Establishment of Additional Deferred Compensation Vehicles

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

C. Confidential Non-Management Employee Retention Incentive

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

D. Confidential Non-Management Bilingual Pay

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

i. Approval from the Department Head that a particular assignment requires the need for the specific alternate language

ii. Certification by the City that the employee has successfully demonstrated the ability to communicate fluently in the language that the Department Head has determined is required.

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

E. Out-of-Class Pay

1. When a Confidential Management employee is appointed to fill a Department Head vacancy caused by paid leave of absence or separation, compensation will be paid at entry level of Department Head position or at ten percent (10%) over the Manager's current classification salary, whichever is greater, after ten consecutive calendar days, retroactive to the first day of such appointment.

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

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

THE DEPARTMENT HEADS

July 1, 2018 through June 30, 2021
Amended March 5, 2019

Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
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www.cityoftracy.org

Department Heads
July 1, 2018 through June 30, 2021
Amended March 5, 2019

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CITY OF TRACY
DEPARTMENT HEADS
COMPENSATION AND BENEFITS PLAN
July 1, 2018 – June 30, 2021
Amended March 5, 2019

Section 1. Purpose and Intent

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

The City of Tracy is desirous of providing greater service to its citizens, and of recruiting and maintaining qualified Department Head staff. The following plan provides the basis for recognition, benefits and compensation, effective July 1, 2018 through June 30, 2021.

Section 2. Department Heads Unit Membership

Positions covered by this plan exclusively are as follows:

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

Section 3. Compensation

A. Salary Plan

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

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

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

1. Equity Increases

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

2. Cost of Living Adjustments

   Effective the first full pay period in July 2018, employees shall receive a wage increase equal to four (4.0)%.

   Effective April 1, 2019, employee shall receive a wage increase equal to four (4.0)%. Active employees on April 1, 2019, hired prior to January 1, 2019 will receive the salary increase of 4.0% paid retroactively to January 1, 2019 on a separate paycheck on April 5, 2019. Active employees on April 1, 2019, hired after January 1, 2019 will receive the salary increase of 4.0% paid retroactively to the date of hire on a separate paycheck on April 5, 2019.

   Effective the first pay period of July 2020, employee shall receive a wage increase equal to four (4.0)%.

B. Components of Salary

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

1. Base Salary

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

C. Deferred Compensation

A contribution to the Department Head's Deferred Compensation Plan will be made in the amount of five (5.0)% of the Department Head's annual salary. City paid deferred compensation to a Department Head shall be paid to a 401a Plan.

Section 4. Leave

A. Vacation

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

0-5 years	120 hours per year
6-10 years	160 hours per year
11-15 years	200 hours per year
16-20 years	220 hours per year
21 + years	240 hours per year

B. Management Leave

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

C. Floating Holidays

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

D. Maximum Accumulation of Leave

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

E. Buy-Back of Accumulated Leave

Department Heads are allowed an optional buy-back of accumulated leave. They may, twice in a calendar year, buy back up to 50 percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. Between April 1, 2019-April 30, 2020, Department Heads may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum sell back equivalent of one year's earning rate for vacation.

F. Sick Leave Accrual

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

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

G. Sick Leave Usage

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

H. Conversion of Sick Leave Balance

1. Conversion of Sick Leave Balance Upon Retirement

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

2. Conversion of Sick Leave Balance Upon Death/Termination

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

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

I. Bereavement Leave

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

Section 5. Benefits

A. Determined by City Manager

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

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

1. Miscellaneous (Non-Public Safety) Department Heads

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

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

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

2. Fire Chief: Public Safety Department Head

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

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

3. Police Chief: Public Safety Department Head

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

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

Police Chiefs hired on or after January 1, 2013 meeting the definition of "new member" under PEPRA shall be subject to all the provisions of that law, including,

but not limited to the two point seven percent at 57 (2.7%@57) retirement formula with a three-year final compensation period.

C. CalPERS Retirement Benefit

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

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

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

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

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

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

D. Short Term Disability Insurance (STD)

Short Term Disability insurance is provided to all regular employees in the Department Head Unit through Standard Insurance with the premium paid by employees at the current rate of .83% of salary.

Short Term Disability Insurance payments may be available to employees who cannot work because of sickness or non-work related injuries as determined by the STD insurance provider. STD payments shall be integrated with accumulated sick and

vacation leave balances unless the employee elects in writing at the time of disability, to retain STD payments and receive no supplemental income (paid leave) from the City.

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

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

E. Long Term Disability Program (LTD)

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

F. Annual Physical

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

G. Education Reimbursement

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

H. Travel

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

I. City Vehicle/Allowance

Department Heads shall be provided with either a City vehicle or a car allowance of $500 per month.

J. Insurance

1. Medical Plans Provided

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

2. Dental

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

3. Vision

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

4. Life Insurance

Upon Council approval of this Plan, effective July 1, 2018, the City shall purchase life insurance in the amount of $225,000 for each Department Head, as soon as administratively feasible.

5. Cafeteria Plan

a. City Contributions

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

b. Cash Out Options

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

c. Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2019, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

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

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

d. Approved Account Uses

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

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

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of 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 next following the month in which advice from the employee is received by

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

e. Flexible Benefits Plan (IRS Section 125)

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

K. Management Benefit Plan

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

L. Uniform Allowance

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

M. Relocation Incentive

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

Section 6. Severance

A. Determined by City Manager

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

B. Severance Pay

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

C. Waiver and Release

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

City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A		3,101.63	6,720.19	80,642.27	38.7703
			B		3,256.71	7,056.21	84,674.55	40.7089
			C		3,419.55	7,409.02	88,908.27	42.7444
			D		3,590.52	7,779.47	93,353.64	44.8816
			E		3,770.04	8,168.43	98,021.16	47.1256
4112	Accounting Assistant	TTSSEA	A		1,972.74	4,274.28	51,291.30	24.6593
			B		2,071.38	4,488.00	53,855.94	25.8923
			C		2,174.95	4,712.39	56,548.63	27.1868
			D		2,283.70	4,948.01	59,376.10	28.5462
			E		2,397.89	5,195.42	62,345.09	29.9736
4203	Accounting Coordinator	TTSSEA	A		2,819.57	6,109.06	73,308.77	35.2446
			B		2,960.55	6,414.53	76,974.39	37.0069
			C		3,108.59	6,735.27	80,823.23	38.8573
			D		3,264.02	7,072.04	84,864.50	40.8002
			E		3,427.23	7,425.66	89,107.95	42.8404
3103	Accounting Officer*	TMMBU	A		4,041.72	8,757.07	105,084.84	50.5216
			B		4,243.80	9,194.91	110,338.92	53.0476
			C		4,455.99	9,654.65	115,855.83	55.6999
			D		4,678.79	10,137.38	121,648.55	58.4849
			E		4,912.72	10,644.23	127,730.80	61.4090
						0.00		
4201	Accounting Technician	TTSSEA	A		2,426.10	5,256.56	63,078.66	30.3263
			B		2,547.41	5,519.38	66,232.61	31.8426
			C		2,674.77	5,795.34	69,544.05	33.4346
			D		2,808.52	6,085.12	73,021.48	35.1065
			E		2,948.95	6,389.39	76,672.63	36.8618
4101	Administrative Assistant I	TTSSEA	A		1,768.99	3,832.82	45,993.79	22.1124
			B		1,857.45	4,024.47	48,293.61	23.2181
			C		1,950.32	4,225.69	50,708.24	24.3790
			D		2,047.83	4,436.97	53,243.67	25.5979
			E		2,150.24	4,658.85	55,906.16	26.8780
4102	Administrative Assistant II	TTSSEA	A		1,964.02	4,255.37	51,064.42	24.5502
			B		2,062.21	4,468.13	53,617.57	25.7777
			C		2,165.33	4,691.54	56,298.53	27.0666
			D		2,273.59	4,926.11	59,113.27	28.4198
			E		2,387.26	5,172.40	62,068.78	29.8408
8102	Administrative Assistant II-Confidential	CONF	A		2,012.72	4,360.89	52,330.64	25.1590
			B		2,113.35	4,578.93	54,947.19	26.4169
			C		2,219.02	4,807.88	57,694.54	27.7378
			D		2,329.97	5,048.26	60,579.17	29.1246
			E		2,446.47	5,300.69	63,608.31	30.5809
4106	Administrative Assistant III	TTSSEA	A		2,082.46	4,512.00	54,143.98	26.0308
			B		2,186.58	4,737.60	56,851.14	27.3323
			C		2,295.92	4,974.49	59,693.84	28.6990
			D		2,410.71	5,223.21	62,678.55	30.1339
			E		2,531.25	5,484.38	65,812.53	31.6406

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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

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Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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5322	Building Maintenance Worker Assistant	TEAMSTERS	A		2,117.78	4,588.52	55,062.26	26.4722
			B		2,223.66	4,817.92	57,815.10	27.7957
			C		2,334.84	5,058.81	60,705.72	29.1854
			D		2,451.58	5,311.76	63,741.10	30.6448
			E		2,574.15	5,577.33	66,927.99	32.1769
3341	Building Official*	TMMBU	A		4,672.60	10,123.96	121,487.56	58.4075
			B		4,906.22	10,630.15	127,561.82	61.3278
			C		5,151.54	11,161.68	133,940.10	64.3943
			D		5,409.12	11,719.76	140,637.12	67.6140
			E		5,679.58	12,305.76	147,669.10	70.9948
4502	Building Permit Technician I	TTSSEA	A		2,143.60	4,644.47	55,733.68	26.7950
			B		2,250.79	4,876.71	58,520.47	28.1348
			C		2,363.32	5,120.52	61,446.28	29.5415
			D		2,481.49	5,376.57	64,518.85	31.0187
			E		2,605.57	5,645.41	67,744.93	32.5697
1506	City Attorney*	CONTRACT			8,653.85	18,750.00	225,000.00	108.1731
3110	City Clerk*	TMMBU	A		4,096.28	8,875.28	106,503.32	51.2035
			B		4,301.10	9,319.04	111,828.54	53.7637
			C		4,516.15	9,784.99	117,419.83	56.4518
			D		4,741.95	10,274.22	123,290.67	59.2744
			E		4,979.05	10,787.94	129,455.29	62.2381
1102	City Council Member*				270.00	585.00	7,020.00	
1501	City Manager*	CONTRACT			8,653.85	18,750.00	225,000.00	108.1731
1112	City Treasurer*				348.92	756.00	9,072.00	
9107	**Clerical**	LS	A					**12.0000**
			B					**12.6000**
			C					**13.2300**
			D					**13.8900**
			E					**14.5900**
3155	Code Compliance Analyst*	TMMBU	A		2,935.47	6,360.18	76,322.19	36.6934
			B		3,082.24	6,678.19	80,138.32	38.5280
			C		3,236.35	7,012.10	84,145.15	40.4544
			D		3,398.17	7,362.70	88,352.41	42.4771
			E		3,568.08	7,730.84	92,770.08	44.6010
5202	Code Enforcement Officer	TEAMSTERS	A		2,495.15	5,406.15	64,873.79	31.1893
			B		2,619.90	5,676.44	68,117.34	32.7487
			C		2,750.90	5,960.28	71,523.38	34.3862
			D		2,888.44	6,258.28	75,099.40	36.1055
			E		3,032.87	6,571.22	78,854.63	37.9109

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5513	Community Services Officer	TEAMSTERS	A		2,114.26	4,580.89	54,970.66	26.4282
			B		2,219.97	4,809.94	57,719.25	27.7496
			C		2,330.96	5,050.41	60,604.88	29.1370
			D		2,447.51	5,302.94	63,635.27	30.5939
			E		2,569.90	5,568.12	66,817.42	32.1238
3623	Communications Unit Supervisor*	TMMBU	A		3,032.46	6,570.32	78,843.90	37.9057
			B		3,184.08	6,898.84	82,786.08	39.8010
			C		3,343.29	7,243.79	86,925.45	41.7911
			D		3,510.44	7,605.96	91,271.48	43.8805
			E		3,685.98	7,986.28	95,835.42	46.0747
9113	**Community Access Coordinator**	LS	A					**24.7300**
			B					**25.9700**
			C					**27.2700**
			D					**28.6300**
			E					**30.0600**
3210	Community Development Analyst*	TMMBU	A		3,082.65	6,679.07	80,148.81	38.5331
			B		3,236.78	7,013.03	84,156.38	40.4598
			C		3,398.62	7,363.68	88,364.14	42.4828
			D		3,568.55	7,731.86	92,782.31	44.6069
			E		3,746.99	8,118.47	97,421.63	46.8373
3206	Community Devel Program Manager*	TMMBU	A		4,672.58	10,123.92	121,487.06	58.4072
			B		4,906.20	10,630.11	127,561.32	61.3276
			C		5,151.52	11,161.63	133,939.60	64.3940
			D		5,409.10	11,719.72	140,636.62	67.6138
			E		5,679.56	12,305.72	147,668.60	70.9945
3315	Community Preservation Manager*	TMMBU	A		3,642.60	7,892.29	94,707.48	45.5324
			B		3,824.71	8,286.87	99,442.39	47.8088
			C		4,015.96	8,701.24	104,414.92	50.1995
			D		4,216.75	9,136.30	109,635.55	52.7094
			E		4,427.59	9,593.11	115,117.27	55.3448
5222	Construction Inspector I	TEAMSTERS	A		2,799.99	6,066.65	72,799.83	34.9999
			B		2,940.01	6,370.02	76,440.25	36.7501
			C		3,087.00	6,688.51	80,262.12	38.5876
			D		3,241.35	7,022.93	84,275.19	40.5169
			E		3,403.43	7,374.10	88,489.19	42.5429
5223	Construction Inspector II	TEAMSTERS	A		2,939.84	6,369.65	76,435.76	36.7480
			B		3,086.82	6,688.12	80,257.38	38.5853
			C		3,241.16	7,022.52	84,270.20	40.5145
			D		3,403.24	7,373.68	88,484.20	42.5405
			E		3,573.39	7,742.34	92,908.11	44.6674

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3501	Community Services Supervisor*	TMMBU	A		3,382.04	7,327.76	87,933.08	42.2755
			B		3,551.14	7,694.13	92,329.54	44.3892
			C		3,728.70	8,078.84	96,946.14	46.6087
			D		3,915.13	8,482.78	101,793.37	48.9391
			E		4,110.88	8,906.91	106,882.96	51.3860
4605	Crime Analyst	TTSSEA	A		2,646.91	5,734.98	68,819.71	33.0864
			B		2,779.26	6,021.72	72,260.70	34.7407
			C		2,918.23	6,322.83	75,873.91	36.4778
			D		3,064.14	6,638.96	79,667.58	38.3017
			E		3,217.34	6,970.91	83,650.94	40.2168
5514	Crime Prevention Specialist	TEAMSTERS	A		2,256.85	4,889.85	58,678.21	28.2107
			B		2,369.71	5,134.38	61,612.51	29.6214
			C		2,488.20	5,391.09	64,693.08	31.1024
			D		2,612.59	5,660.62	67,927.39	32.6574
			E		2,743.21	5,943.62	71,323.45	34.2901
5517	Crime Scene Technician	TEAMSTERS	A		2,416.36	5,235.44	62,825.32	30.2045
			B		2,537.17	5,497.21	65,966.53	31.7147
			C		2,664.03	5,772.06	69,264.75	33.3004
			D		2,797.23	6,060.66	72,727.95	34.9654
			E		2,937.10	6,363.72	76,364.62	36.7138
3622	Crime Scene Unit Supervisor	TMMBU	A		2,534.84	5,492.16	65,905.88	31.6855
			B		2,661.57	5,766.74	69,200.85	33.2696
			C		2,794.64	6,055.05	72,660.56	34.9330
			D		2,934.37	6,357.81	76,293.73	36.6797
			E		3,081.09	6,675.70	80,108.37	38.5136
1108	Cultural Arts Commissioner			Stipend $50.00 per meeting				
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
9552	**D.A.R.E Officer**	LS	A					**32.6500**
			B					**34.2800**
			C					**35.9900**
			D					**37.7900**
			E					**39.6800**

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Effective 1-1-19
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2571	Deputy City Attorney I*	CONF	A		4,481.66	9,710.27	116,523.26	56.0208
			B		4,705.75	10,195.79	122,349.43	58.8218
			C		4,941.04	10,705.59	128,467.12	61.7630
			D		5,188.10	11,240.88	134,890.58	64.8512
			E		5,447.49	11,802.90	141,634.77	68.0936
2572	Deputy City Attorney II*	CONF	A		4,929.84	10,681.32	128,175.84	61.6230
			B		5,176.34	11,215.40	134,584.82	64.7042
			C		5,435.15	11,776.15	141,313.79	67.9393
			D		5,706.91	12,364.98	148,379.71	71.3364
			E		5,992.25	12,983.21	155,798.57	74.9032
4116	Deputy City Clerk	TTSSEA	A		2,605.91	5,646.14	67,753.67	32.5739
			B		2,736.21	5,928.46	71,141.49	34.2026
			C		2,873.01	6,224.86	74,698.29	35.9126
			D		3,016.68	6,536.13	78,433.56	37.7084
			E		3,167.50	6,862.92	82,355.02	39.5938
1515	Development & Engineering Services Director*	DH	Min		6,670.57	14,452.90	173,434.80	83.3821
			Max		8,106.70	17,564.52	210,774.29	101.3338
2561	Division Manager I*	CONF	A		3,846.85	8,334.85	100,018.21	48.0857
			B		4,039.20	8,751.60	105,019.20	50.4900
			C		4,241.16	9,189.17	110,270.04	53.0144
			D		4,453.21	9,648.62	115,783.45	55.6651
			E		4,675.86	10,131.04	121,572.42	58.4483
3161	Division Manager I*	TMMBU	A		3,753.76	8,133.15	97,597.84	46.9220
			B		3,941.45	8,539.81	102,477.77	49.2682
			C		4,138.53	8,966.82	107,601.81	51.7316
			D		4,345.45	9,415.14	112,981.69	54.3181
			E		4,562.72	9,885.89	118,630.64	57.0340
3162	Division Manager II*	TMMBU	A		4,375.40	9,480.04	113,760.44	54.6925
			B		4,594.17	9,954.03	119,448.33	57.4271
			C		4,823.88	10,451.73	125,420.76	60.2984
			D		5,065.07	10,974.31	131,691.71	63.3133
			E		5,318.32	11,523.03	138,276.40	66.4790
3209	Economic Devel Management Analyst*	TMMBU	A		3,269.78	7,084.52	85,014.26	40.8722
			B		3,433.27	7,438.75	89,264.95	42.9158
			C		3,604.93	7,810.69	93,728.29	45.0617
			D		3,785.18	8,201.23	98,414.78	47.3148
			E		3,974.45	8,611.30	103,335.65	49.6806
3207	Economic Development Manager*	TMMBU	A		4,041.72	8,757.07	105,084.84	50.5216
			B		4,243.80	9,194.91	110,338.92	53.0476
			C		4,455.99	9,654.65	115,855.83	55.6999
			D		4,678.79	10,137.38	121,648.55	58.4849
			E		4,912.72	10,644.23	127,730.80	61.4090

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Effective 1-1-19
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5324	Electrician	TEAMSTERS	A		2,815.35	6,099.93	73,199.19	35.1919
			B		2,956.15	6,404.99	76,859.83	36.9518
			C		3,103.94	6,725.20	80,702.42	38.7992
			D		3,259.13	7,061.45	84,737.45	40.7392
			E		3,422.09	7,414.53	88,974.41	42.7762
3711	Emergency Medical Services Manager*	TMMBU	A		3,641.88	7,890.73	94,688.76	45.5234
			B		3,823.97	8,285.26	99,423.17	47.7996
			C		4,015.17	8,699.54	104,394.45	50.1896
			D		4,215.94	9,134.53	109,614.34	52.6992
			E		4,426.72	9,591.23	115,094.80	55.3340
3309	Engineering Program Manager*	TMMBU	A		4,378.92	9,487.67	113,852.04	54.7366
			B		4,597.87	9,962.06	119,544.67	57.4734
			C		4,827.76	10,460.15	125,521.84	60.3470
			D		5,069.15	10,983.15	131,797.79	63.3643
			E		5,322.61	11,532.33	138,387.97	66.5327
5221	Engineering Technician I	TEAMSTERS	A		2,464.83	5,340.46	64,085.55	30.8104
			B		2,588.06	5,607.47	67,289.66	32.3508
			C		2,717.46	5,887.84	70,654.02	33.9683
			D		2,853.34	6,182.24	74,186.86	35.6668
			E		2,996.01	6,491.35	77,896.17	37.4501
5225	Engineering Technician II	TEAMSTERS	A		2,588.07	5,607.49	67,289.91	32.3509
			B		2,717.47	5,887.86	70,654.27	33.9684
			C		2,853.36	6,182.28	74,187.36	35.6670
			D		2,996.04	6,491.41	77,896.92	37.4504
			E		3,145.81	6,815.93	81,791.17	39.3227
5425	Environmental Compliance Officer	TEAMSTERS	A		2,515.77	5,450.83	65,409.93	31.4471
			B		2,641.55	5,723.35	68,680.19	33.0193
			C		2,773.61	6,009.49	72,113.93	34.6702
			D		2,912.30	6,309.99	75,719.90	36.4038
			E		3,057.92	6,625.49	79,505.84	38.2240
5424	Environmental Compliance Technician	TEAMSTERS	A		2,051.67	4,445.29	53,343.51	25.6459
			B		2,154.27	4,667.58	56,010.99	26.9284
			C		2,261.96	4,900.92	58,811.00	28.2745
			D		2,375.06	5,145.96	61,751.54	29.6882
			E		2,493.84	5,403.32	64,839.84	31.1730
5313	Equipment Mechanic I	TEAMSTERS	A		2,265.24	4,908.01	58,896.12	28.3154
			B		2,378.50	5,153.41	61,840.90	29.7312
			C		2,497.42	5,411.08	64,932.94	31.2178
			D		2,622.29	5,681.62	68,179.49	32.7786
			E		2,753.40	5,965.69	71,588.28	34.4174

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5314	Equipment Mechanic II	TEAMSTERS	A		2,378.49	5,153.39	61,840.65	29.7311
			B		2,497.42	5,411.08	64,932.94	31.2178
			C		2,622.28	5,681.60	68,179.24	32.7785
			D		2,753.40	5,965.69	71,588.28	34.4174
			E		2,891.07	6,263.98	75,167.79	36.1384
4108	Executive Assistant	TTSSEA	A		2,389.14	5,176.48	62,117.70	29.8643
			B		2,508.60	5,435.29	65,223.48	31.3574
			C		2,634.03	5,707.06	68,484.75	32.9254
			D		2,765.74	5,992.44	71,909.26	34.5718
			E		2,904.02	6,292.04	75,504.50	36.3002
8108	Executive Assistant - Confidential	CONF	A		2,448.39	5,304.85	63,658.23	30.6049
			B		2,570.82	5,570.12	66,841.38	32.1353
			C		2,699.36	5,848.61	70,183.28	33.7420
			D		2,834.32	6,141.03	73,692.40	35.4290
			E		2,976.04	6,448.08	77,377.00	37.2005
2581	Executive Assistant to City Manager*	CONF	A		2,796.23	6,058.50	72,701.99	34.9529
			B		2,936.04	6,361.41	76,336.92	36.7004
			C		3,082.84	6,679.48	80,153.80	38.5355
			D		3,236.99	7,013.47	84,161.63	40.4623
			E		3,398.83	7,364.14	88,369.63	42.4854
9635	**Facility Attendant**	LS	A					**15.8400**
			B					**16.6300**
			C					**17.4600**
			D					**18.3400**
			E					**19.2500**
1522	Finance Director*	DH	Min		6,223.65	13,484.58	161,815.00	77.7957
			Max		7,558.80	16,377.39	196,528.74	94.4850
2525	Finance Division Manager*	CONF	A		4,483.90	9,715.12	116,581.42	56.0488
			B		4,708.10	10,200.88	122,410.58	58.8512
			C		4,943.51	10,710.94	128,531.27	61.7939
			D		5,190.68	11,246.48	134,957.72	64.8835
			E		5,450.23	11,808.83	141,705.91	68.1278
3715	Fire Battalion Chief*	SCFCOA	A		4,549.40	9,857.04	118,284.44	40.6197
			B		4,776.86	10,349.87	124,198.46	42.6506
			C		5,015.70	10,867.36	130,408.26	44.7831
			D		5,266.49	11,410.73	136,928.81	47.0223
			E		5,529.82	11,981.28	143,775.34	49.3734
7105	Fire Captain	TFFA	A		3,461.96	7,500.92	90,011.00	30.9104
			B		3,635.17	7,876.21	94,514.53	32.4569
			C		3,816.82	8,269.77	99,237.22	34.0787
			D		4,007.65	8,683.25	104,199.01	35.7826
			E		4,208.04	9,117.41	109,408.92	37.5717

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1514	Fire Chief*	DH	**Min**		6670.57	14,452.90	173,434.80	83.3821
			Max		8106.70	17,564.52	210,774.29	101.3338
2751	Fire Division Chief*	CONF	**A**		5451.55	11,811.70	141,740.35	68.1444
			B		5724.12	12,402.27	148,827.24	71.5516
			C		6010.34	13,022.40	156,268.82	75.1292
			D		6310.86	13,673.52	164,082.30	78.8857
			E		6626.40	14,357.20	172,286.40	82.8300
7103	Fire Engineer	TFFA	**A**		3046.91	6,601.63	79,219.55	27.2045
			B		3199.23	6,931.66	83,179.95	28.5645
			C		3359.21	7,278.29	87,339.53	29.9930
			D		3527.17	7,642.21	91,706.53	31.4926
			E		3703.54	8,024.33	96,291.94	33.0673
5213	Fire Inspector	TEAMSTERS	**A**		2938.05	6,365.78	76,389.33	36.7256
			B		3084.96	6,684.08	80,208.96	38.5620
			C		3239.22	7,018.32	84,219.78	40.4903
			D		3401.16	7,369.19	88,430.28	42.5146
			E		3571.23	7,737.66	92,851.95	44.6404
2752	Fire Marshal*	CONF	**A**		4788.49	10,375.06	124,500.73	59.8561
			B		5027.90	10,893.79	130,725.50	62.8488
			C		5279.31	11,438.50	137,262.03	65.9914
			D		5543.28	12,010.44	144,125.28	69.2910
			E		5820.43	12,610.94	151,331.23	72.7554
9563	**Fire Reserve**	LS	**A**					**12.0000**
								12.6000
								13.2300
								13.8900
								14.5900
7102	Firefighter	TFFA	**A**		2699.34	5,848.56	70,182.78	24.1012
			B		2834.28	6,140.95	73,691.40	25.3061
			C		2976.01	6,448.02	77,376.25	26.5715
			D		3124.80	6,770.40	81,244.80	27.9000
			E		3281.04	7,108.92	85,307.04	29.2950
					410.13	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	**A**		1,889.54	4,094.00	49,127.95	16.8709
					(70% OF STEP A, FIREFIGHTER)			
7108	Firefighter/Paramedic	TFFA	**A**		3036.90	6,579.96	78,959.46	27.1152
			B		3188.75	6,908.95	82,907.39	28.4709
			C		3348.19	7,254.42	87,052.99	29.8946
			D		3515.60	7,617.13	91,405.52	31.3893
			E		3691.38	7,998.00	95,975.94	32.9588

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3404	Fleet Supervisor*	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
4206	GIS Technician	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168
2511	Human Resources Analyst I*	CONF	A		2913.88	6,313.40	75,760.84	36.4235
			B		3059.58	6,629.08	79,549.02	38.2447
			C		3212.54	6,960.51	83,526.14	40.1568
			D		3373.17	7,308.54	87,702.45	42.1646
			E		3541.83	7,673.97	92,087.67	44.2729
2512	Human Resources Analyst II*	CONF	A		3350.87	7,260.22	87,122.63	41.8859
			B		3518.41	7,623.22	91,478.65	43.9801
			C		3694.33	8,004.38	96,052.57	46.1791
			D		3879.05	8,404.61	100,855.37	48.4882
			E		4073.01	8,824.86	105,898.29	50.9126
1518	Human Resources Director*	DH	Min		6223.65	13,484.58	161,815.00	77.7957
			Max		7558.80	16,377.39	196,528.69	94.4849
2562	Human Resources Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
4301	Human Resources Technician	CONF	A		2486.27	5,386.91	64,642.91	31.0783
			B		2610.59	5,656.27	67,875.23	32.6323
			C		2741.12	5,939.09	71,269.04	34.2640
			D		2878.17	6,236.03	74,832.33	35.9771
			E		3022.08	6,547.84	78,574.08	37.7760
4204	Information Systems Technician I	TTSSEA	A		2301.67	4,986.95	59,843.35	28.7708
			B		2416.76	5,236.32	62,835.80	30.2095
			C		2537.61	5,498.15	65,977.77	31.7201
			D		2664.48	5,773.04	69,276.48	33.3060
			E		2797.70	6,061.68	72,740.18	34.9712
4205	Information Systems Technician II	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
3111	Information Technology Specialist*	TMMBU	A		3176.31	6,882.01	82,584.15	39.7039
			B		3335.13	7,226.11	86,713.29	41.6891
			C		3501.88	7,587.40	91,048.84	43.7735
			D		3676.97	7,966.77	95,601.29	45.9622
			E		3860.82	8,365.12	100,381.38	48.2603
5413	Instrumentation Technician	TEAMSTERS	A		2805.16	6,077.84	72,934.12	35.0645
			B		2945.42	6,381.75	76,581.02	36.8178
			C		3092.70	6,700.84	80,410.14	38.6587
			D		3247.32	7,035.87	84,430.44	40.5916
			E		3409.69	7,387.66	88,651.93	42.6211
9108	**Intern-Generalist**	LS	A					**16.4400**
			B					**17.2600**
			C					**18.1300**
			D					**19.0300**
			E					**19.9800**
5224	Junior Engineer	TEAMSTERS	A		2846.47	6,167.35	74,008.15	35.5808
			B		2988.79	6,475.71	77,708.47	37.3598
			C		3138.22	6,799.48	81,593.74	39.2278
			D		3295.13	7,139.45	85,673.45	41.1892
			E		3459.89	7,496.42	89,957.09	43.2486
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A		2641.62	5,723.52	68,682.18	33.0203
			B		2773.71	6,009.70	72,116.43	34.6714
			C		2912.39	6,310.18	75,722.15	36.4049
			D		3058.01	6,625.69	79,508.33	38.2252
			E		3210.91	6,956.98	83,483.71	40.1364
5421	Laboratory Technician I	TEAMSTERS	A		2236.72	4,846.23	58,154.80	27.9590
			B		2348.55	5,088.53	61,062.39	29.3569
			C		2465.99	5,342.98	64,115.75	30.8249
			D		2589.28	5,610.11	67,321.36	32.3660
			E		2718.74	5,890.60	70,687.22	33.9842
5422	Laboratory Technician II	TEAMSTERS	A		2337.61	5,064.82	60,777.85	29.2201
			B		2454.48	5,318.04	63,816.48	30.6810
			C		2577.21	5,583.95	67,007.37	32.2151
			D		2706.07	5,863.15	70,357.75	33.8258
			E		2841.37	6,156.30	73,875.61	35.5171

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3508	Landscape Architect*	TMMBU	A		3596.76	7,792.97	93,515.64	44.9594
			B		3776.60	8,182.64	98,191.64	47.2075
			C		3965.42	8,591.75	103,101.02	49.5678
			D		4163.69	9,021.33	108,256.01	52.0462
			E		4371.89	9,472.42	113,669.09	54.6486
5504	Lead Public Safety Dispatcher	TEAMSTERS	A		2861.26	6,199.40	74,392.78	35.7658
			B		3004.33	6,509.38	78,112.57	37.5541
			C		3154.55	6,834.86	82,018.31	39.4319
			D		3312.28	7,176.60	86,119.24	41.4035
			E		3477.90	7,535.44	90,425.34	43.4737
4109	Legal Secretary	CONF	A		2670.54	5,786.16	69,433.98	33.3817
			B		2804.06	6,075.47	72,905.66	35.0508
			C		2944.27	6,379.26	76,551.07	36.8034
			D		3091.49	6,698.22	80,378.69	38.6436
			E		3246.06	7,033.12	84,397.50	40.5757
9636	**Lifeguard**	LS	A					**12.0000**
			B					**12.6000**
			C					**13.2300**
			D					**13.8900**
			E					**14.5900**
9303	**Maintenance Aide**	LS	A					**13.4400**
			B					**14.1100**
			C					**14.8200**
			D					**15.5600**
			E					**16.3400**
5301	Maintenance Worker I	TEAMSTERS	A		1667.29	3,612.46	43,349.53	20.8411
			B		1750.66	3,793.09	45,517.06	21.8832
			C		1838.19	3,982.74	47,792.91	22.9774
			D		1930.10	4,181.88	50,182.58	24.1262
			E		2026.61	4,390.98	52,691.81	25.3326
5303	Maintenance Worker II	TEAMSTERS	A		2117.78	4,588.52	55,062.26	26.4722
			B		2223.66	4,817.92	57,815.10	27.7957
			C		2334.84	5,058.81	60,705.72	29.1854
			D		2451.58	5,311.76	63,741.10	30.6448
			E		2574.15	5,577.33	66,927.99	32.1769
3151	Management Analyst I*	TMMBU	A		2843.37	6,160.63	73,927.53	35.5421
			B		2985.52	6,468.63	77,623.60	37.3190
			C		3134.80	6,792.07	81,504.88	39.1850
			D		3291.53	7,131.65	85,579.85	41.1442
			E		3456.12	7,488.27	89,859.24	43.2016

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3152	Management Analyst II*	TMMBU	A		3269.78	7,084.52	85,014.26	40.8722
			B		3433.27	7,438.75	89,264.95	42.9158
			C		3604.93	7,810.69	93,728.29	45.0617
			D		3785.18	8,201.23	98,414.78	47.3148
			E		3974.45	8,611.30	103,335.65	49.6806
1101	Mayor*				316.15	685.00	8,220.00	
4207	Media Services Coordinator	TTSSEA	A		2338.79	5,067.38	60,808.55	29.2349
			B		2455.74	5,320.76	63,849.18	30.6967
			C		2578.52	5,586.80	67,041.56	32.2315
			D		2707.44	5,866.12	70,393.44	33.8430
			E		2842.81	6,159.42	73,913.05	35.5351
3527	Media Services Supervisor*	TMMBU	A		2807.61	6,083.15	72,997.77	35.0951
			B		2948.00	6,387.33	76,647.92	36.8500
			C		3095.39	6,706.67	80,480.03	38.6923
			D		3250.16	7,042.01	84,504.08	40.6270
			E		3412.68	7,394.13	88,729.56	42.6584
5531	Meter Reader	TEAMSTERS	A		1444.68	3,130.15	37,561.80	18.0586
			B		1516.90	3,286.61	39,439.30	18.9612
			C		1592.76	3,450.99	41,411.88	19.9096
			D		1672.38	3,623.48	43,481.82	20.9047
			E		1756.01	3,804.69	45,656.33	21.9502
1107	Parks Commissioner			Stipend of $50.00 per meeting				
1516	Parks & Community Services Director*	DH	Min		6223.65	13,484.58	161,814.90	77.7956
			Max		7558.80	16,377.39	196,528.74	94.4850
3509	Parks Planning & Development Manager	TMMBU	A		3596.76	7,792.97	93,515.64	44.9594
			B		3776.60	8,182.64	98,191.64	47.2075
			C		3965.42	8,591.75	103,101.02	49.5678
			D		4163.69	9,021.33	108,256.01	52.0462
			E		4371.89	9,472.42	113,669.09	54.6486
4202	Payroll Coordinator	TTSSEA	A		2819.57	6,109.06	73,308.77	35.2446
			B		2960.55	6,414.53	76,974.39	37.0069
			C		3108.59	6,735.27	80,823.23	38.8573
			D		3264.02	7,072.04	84,864.50	40.8002
			E		3427.23	7,425.66	89,107.95	42.8404
3306	Plan Check Engineer	TMMBU	A		4378.80	9,487.40	113,848.80	54.7350
			B		4597.74	9,961.76	119,541.18	57.4717
			C		4827.63	10,459.86	125,518.35	60.3454
			D		5069.02	10,982.88	131,794.54	63.3628
			E		5322.47	11,532.02	138,384.23	66.5309
1106	Planning Commissioner			Stipend of $50.00 per meeting				

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4506	Planning Technician	TTSSEA	A		2426.10	5,256.56	63,078.66	30.3263
			B		2547.41	5,519.38	66,232.61	31.8426
			C		2674.77	5,795.34	69,544.05	33.4346
			D		2808.52	6,085.12	73,021.48	35.1065
			E		2948.95	6,389.39	76,672.63	36.8618
5215	Plans Check Examiner	TEAMSTERS	A		3169.40	6,867.04	82,404.44	39.6175
			B		3327.90	7,210.44	86,525.34	41.5987
			C		3494.29	7,570.97	90,851.65	43.6787
			D		3668.99	7,949.47	95,393.63	45.8623
			E		3852.46	8,347.00	100,163.98	48.1558
5411	Plant Mechanic I	TEAMSTERS	A		2555.16	5,536.17	66,434.04	31.9394
			B		2682.91	5,812.98	69,755.71	33.5364
			C		2817.06	6,103.64	73,243.62	35.2133
			D		2957.91	6,408.81	76,905.75	36.9739
			E		3105.81	6,729.26	80,751.09	38.8226
5412	Plant Mechanic II	TEAMSTERS	A		2619.02	5,674.55	68,094.62	32.7378
			B		2749.98	5,958.28	71,499.42	34.3747
			C		2887.48	6,256.20	75,074.44	36.0935
			D		3031.84	6,568.99	78,827.92	37.8980
			E		3183.43	6,897.43	82,769.11	39.7928
4601	Police Assistant	TTSSEA	A		1768.99	3,832.82	45,993.79	22.1124
			B		1857.45	4,024.47	48,293.61	23.2181
			C		1950.32	4,225.69	50,708.24	24.3790
			D		2047.83	4,436.97	53,243.67	25.5979
			E		2150.24	4,658.85	55,906.16	26.8780
6212	Police Captain*	TPMA	A		5511.18	11,940.88	143,290.62	68.8897
			B		5786.75	12,537.95	150,455.39	72.3343
			C		6076.08	13,164.84	157,978.08	75.9510
			D		6379.88	13,823.08	165,876.92	79.7485
			E		6698.90	14,514.28	174,171.38	83.7362
1513	Police Chief*	DH	Min		7086.48	15,354.05	184,248.57	88.5810
			Max		8613.70	18,663.01	223,956.10	107.6712
6103	Police Corporal	TPOA	A	3,648.74		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					**15.6000**
			B					**16.3800**
			C					**17.2000**
			D					**18.0600**
			E					**18.9600**

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6211	Police Lieutenant*	TPMA	A		4769.80	10,334.56	124,014.76	59.6225
			B		5008.28	10,851.28	130,215.32	62.6035
			C		5258.71	11,393.87	136,726.39	65.7338
			D		5521.63	11,963.54	143,562.43	69.0204
			E		5797.71	12,561.70	150,740.43	72.4714
6102	Police Officer	TPOA	A	3,317.04		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		1993.59	4,319.45	51,833.43	24.9199
			B		2093.28	4,535.44	54,425.28	26.1660
			C		2197.95	4,762.22	57,146.67	27.4744
			D		2307.84	5,000.32	60,003.84	28.8480
			E		2423.23	5,250.34	63,004.03	30.2904
4104	Police Records Assistant II	TTSSEA	A		2093.25	4,535.38	54,424.53	26.1656
			B		2197.93	4,762.18	57,146.17	27.4741
			C		2307.81	5,000.26	60,003.09	28.8476
			D		2423.20	5,250.27	63,003.28	30.2900
			E		2544.37	5,512.81	66,153.73	31.8047
9551	**Police Reserve**	LS	A					**36.4000**
6105	Police Sergeant	TPOA	A	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		5075.13	10,996.11	131,953.29	63.4391
			B		5328.89	11,545.93	138,551.21	66.6112
			C		5595.33	12,123.22	145,478.61	69.9416
			D		5875.09	12,729.37	152,752.45	73.4387
			E		6168.85	13,365.85	160,390.21	77.1107
4701	Police Support Services Technician	TTSSEA	A		2426.10	5,256.56	63,078.66	30.3263
			B		2547.41	5,519.38	66,232.61	31.8426
			C		2674.77	5,795.34	69,544.05	33.4346
			D		2808.52	6,085.12	73,021.48	35.1065
			E		2948.95	6,389.39	76,672.63	36.8618
6101	Police Trainee (Non-Sworn)	TPOA	A	2,884.29		5,768.58	69,222.96	33.2790
9638	**Pool Manager**	LS	A					**17.0500**
			B					**17.9000**
			C					**18.8000**
			D					**19.7400**
			E					**20.7300**

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5408	Principal WWTP Operator	TEAMSTERS	A		3365.31	7,291.50	87,498.03	42.0664
			B		3533.57	7,656.06	91,872.77	44.1696
			C		3710.26	8,038.89	96,466.66	46.3782
			D		3895.77	8,440.83	101,289.93	48.6971
			E		4090.55	8,862.86	106,354.31	51.1319
9533	**Professional Standards Officer**	LS	A					**46.6300**
			B					**48.9700**
			C					**51.4100**
			D					**53.9800**
			E					**56.6800**
9110	**Program Assistant**	LS	Min					**12.0000**
			Max					**20.6600**
9231	**Project Specialist I**	LS	Min					**12.0000**
			Max					**40.0100**
9232	**Project Specialist II**	LS	Min					**40.0300**
			Max					**112.8000**
5518	Property and Evidence Technician	TEAMSTERS	A		2150.01	4,658.35	55,900.17	26.8751
			B		2257.50	4,891.24	58,694.94	28.2187
			C		2370.38	5,135.83	61,629.98	29.6298
			D		2488.91	5,392.63	64,711.55	31.1113
			E		2613.34	5,662.24	67,946.86	32.6668
2585	Public Information Officer	CONF	A		3350.87	7,260.22	87,122.63	41.8859
			B		3518.41	7,623.22	91,478.65	43.9801
			C		3694.33	8,004.38	96,052.57	46.1791
			D		3879.05	8,404.61	100,855.37	48.4882
			E		4073.01	8,824.86	105,898.29	50.9126
5502	Public Safety Dispatcher I	TEAMSTERS	A		2483.88	5,381.73	64,580.76	31.0484
			B		2608.07	5,650.82	67,809.83	32.6009
			C		2738.47	5,933.35	71,200.15	34.2308
			D		2875.39	6,230.02	74,760.19	35.9424
			E		3019.18	6,541.56	78,498.70	37.7398
9512	**Public Safety Dispatcher II - Per Diem**	LS	A					**29.7200**
			B					**31.2100**
			C					**32.7700**
			D					**34.4100**
			E					**36.1300**
5503	Public Safety Dispatcher II	TEAMSTERS	A		2725.02	5,904.20	70,850.46	34.0627
			B		2861.26	6,199.40	74,392.78	35.7658
			C		3004.33	6,509.38	78,112.57	37.5541
			D		3154.55	6,834.86	82,018.31	39.4319
			E		3312.28	7,176.60	86,119.24	41.4035

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1512	Public Works Director*	DH	Min		6223.65	13,484.58	161,814.90	77.7956
			Max		7558.80	16,377.39	196,528.74	94.4850
3401	Public Works Superintendent*	TMMBU	A		3778.60	8,186.96	98,243.56	47.2325
			B		3967.53	8,596.31	103,155.69	49.5941
			C		4165.90	9,026.12	108,313.42	52.0738
			D		4374.20	9,477.44	113,729.24	54.6775
			E		4592.90	9,951.28	119,415.38	57.4112
3405	Public Works Supervisor	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
9517	**Range Master**	LS	A					**27.9800**
			B					**29.3700**
			C					**30.8400**
			D					**32.3900**
			E					**34.0100**
4105	Receptionist	TTSSEA	A		1608.17	3,484.37	41,812.49	20.1022
			B		1688.58	3,658.60	43,903.14	21.1073
			C		1773.01	3,841.53	46,098.37	22.1627
			D		1861.67	4,033.62	48,403.43	23.2709
			E		1954.75	4,235.30	50,823.55	24.4344
3626	Records Unit Supervisor*	TMMBU	A		2857.50	6,191.24	74,294.94	35.7187
			B		3000.38	6,500.83	78,009.98	37.5048
			C		3150.39	6,825.85	81,910.23	39.3799
			D		3307.92	7,167.16	86,005.92	41.3490
			E		3473.30	7,525.48	90,305.78	43.4162
9631	**Recreation Leader I**	LS	A					**12.0000**
			B					**12.6000**
			C					**13.2300**
			D					**13.8900**
			E					**14.5900**
9632	**Recreation Leader II**	LS	A					**15.0300**
			B					**15.7800**
			C					**16.5700**
			D					**17.4000**
			E					**18.2700**
9633	**Recreation Leader III**	LS	A					**17.0500**
			B					**17.9000**
			C					**18.8000**
			D					**19.7400**
			E					**20.7300**

Employees marked with an * (asterisk) are salaried
Employees are paid semi-monthly

City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4401	Recreation Prgm Coordinator I	TTSSEA	A		2338.79	5,067.38	60,808.55	29.2349
			B		2455.74	5,320.76	63,849.18	30.6967
			C		2578.52	5,586.80	67,041.56	32.2315
			D		2707.44	5,866.12	70,393.44	33.8430
			E		2842.81	6,159.42	73,913.05	35.5351
4402	Recreation Prgm Coordinator II	TTSSEA	A		2572.68	5,574.15	66,889.80	32.1586
			B		2701.32	5,852.85	70,234.20	33.7664
			C		2836.38	6,145.48	73,745.82	35.4547
			D		2978.20	6,452.76	77,433.16	37.2275
			E		3127.09	6,775.37	81,304.45	39.0887
3511	Recreation Service Manager*	TMMBU	A		3891.24	8,431.03	101,172.36	48.6406
			B		4085.80	8,852.56	106,230.76	51.0725
			C		4290.10	9,295.21	111,542.50	53.6262
			D		4504.61	9,759.98	117,119.81	56.3076
			E		4729.84	10,247.99	122,975.92	59.1230
3513	Recreation Services Program Manager*	TMMBU	A		3720.23	8,060.50	96,725.99	46.5029
			B		3906.25	8,463.54	101,562.49	48.8281
			C		4101.56	8,886.72	106,640.60	51.2695
			D		4306.64	9,331.05	111,972.56	53.8330
			E		4521.97	9,797.61	117,571.33	56.5247
3505	Recreation Services Supervisor*	TMMBU	A		3382.04	7,327.76	87,933.08	42.2755
			B		3551.14	7,694.13	92,329.54	44.3892
			C		3728.70	8,078.84	96,946.14	46.6087
			D		3915.13	8,482.78	101,793.37	48.9391
			E		4110.88	8,906.91	106,882.96	51.3860
9626	**Recreation Specialized Instructor**	LS	**Min**					**12.0000**
			Max					**42.5700**
3433	Safety Coordinator	TMMBU	A		2843.37	6,160.63	73,927.53	35.5421
			B		2985.52	6,468.63	77,623.60	37.3190
			C		3134.80	6,792.07	81,504.88	39.1850
			D		3291.53	7,131.65	85,579.85	41.1442
			E		3456.12	7,488.27	89,859.24	43.2016
3105	Senior Accountant*	TMMBU	A		3514.57	7,614.90	91,378.81	43.9321
			B		3690.30	7,995.64	95,947.74	46.1287
			C		3874.82	8,395.44	100,745.30	48.4352
			D		4068.56	8,815.21	105,782.48	50.8570
			E		4271.99	9,255.98	111,071.75	53.3999
4113	Senior Accounting Assistant	TTSSEA	A		2174.41	4,711.22	56,534.65	27.1801
			B		2283.13	4,946.78	59,361.37	28.5391
			C		2397.29	5,194.13	62,329.61	29.9662
			D		2517.16	5,453.84	65,446.12	31.4645
			E		2643.01	5,726.53	68,718.37	33.0377

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Employees are paid semi-monthly

City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2373.85	5,143.34	61,720.09	29.6731
			B		2492.53	5,400.49	64,805.89	31.1567
			C		2617.15	5,670.50	68,045.95	32.7144
			D		2748.02	5,954.04	71,448.50	34.3502
			E		2885.43	6,251.77	75,021.27	36.0679
5325	Senior Electrician	TEAMSTERS	A		3096.88	6,709.91	80,518.96	38.7110
			B		3251.74	7,045.44	84,545.26	40.6468
			C		3414.34	7,397.73	88,772.74	42.6792
			D		3585.04	7,767.59	93,211.12	44.8130
			E		3764.29	8,155.97	97,871.65	47.0537
3304	Senior Engineer*	TMMBU	A		4378.92	9,487.67	113,852.04	54.7366
			B		4597.87	9,962.06	119,544.67	57.4734
			C		4827.76	10,460.15	125,521.84	60.3470
			D		5069.15	10,983.15	131,797.79	63.3643
			E		5322.61	11,532.33	138,387.97	66.5327
5315	Senior Equipment Mechanic	TEAMSTERS	A		2497.43	5,411.10	64,933.19	31.2179
			B		2622.29	5,681.62	68,179.49	32.7786
			C		2753.41	5,965.73	71,588.77	34.4177
			D		2891.08	6,264.00	75,168.04	36.1385
			E		3035.63	6,577.19	78,926.27	37.9453
2513	Senior Human Resources Analyst*	CONF	A		3673.12	7,958.43	95,501.20	45.9140
			B		3856.77	8,356.34	100,276.05	48.2096
			C		4049.61	8,774.15	105,289.77	50.6201
			D		4252.10	9,212.88	110,554.58	53.1512
			E		4464.70	9,673.52	116,082.22	55.8088
4208	Senior Information Systems Technician	TTSSEA	A		2911.60	6,308.47	75,701.68	36.3950
			B		3057.18	6,623.88	79,486.62	38.2147
			C		3210.05	6,955.10	83,461.25	40.1256
			D		3370.55	7,302.86	87,634.31	42.1319
			E		3539.07	7,667.98	92,015.79	44.2384
9637	**Senior Lifeguard**	LS	A					**15.0300**
			B					**15.7800**
			C					**16.5700**
			D					**17.4000**
			E					**18.2700**
5305	Senior Maintenance Worker	TEAMSTERS	A		2331.45	5,051.47	60,617.61	29.1431
			B		2448.00	5,304.00	63,648.00	30.6000
			C		2570.40	5,569.20	66,830.40	32.1300
			D		2698.93	5,847.69	70,172.29	33.7367
			E		2833.87	6,140.06	73,680.67	35.4234
3203	Senior Planner*	TMMBU	A		3753.75	8,133.13	97,597.59	46.9219
			B		3941.44	8,539.79	102,477.52	49.2680
			C		4138.52	8,966.80	107,601.56	51.7315
			D		4345.44	9,415.12	112,981.44	54.3180
			E		4562.71	9,885.87	118,630.39	57.0338

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Employees are paid semi-monthly

City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5402	Senior Water Plant Operator	TEAMSTERS	A		2930.29	6,348.97	76,187.65	36.6287
			B		3076.81	6,666.42	79,997.05	38.4601
			C		3230.65	6,999.74	83,996.89	40.3831
			D		3392.18	7,349.72	88,196.66	42.4022
			E		3561.79	7,717.22	92,606.59	44.5224
5407	Senior WW Plant Operator	TEAMSTERS	A		2750.37	5,959.14	71,509.65	34.3796
			B		2887.86	6,257.04	75,084.42	36.0983
			C		3032.26	6,569.89	78,838.66	37.9032
			D		3183.88	6,898.40	82,780.84	39.7985
			E		3343.09	7,243.37	86,920.45	41.7887
3343	Supervising Building & Fire Inspector	TMMBU	A		3360.68	7,281.48	87,377.72	42.0085
			B		3528.71	7,645.54	91,746.47	44.1089
			C		3705.15	8,027.82	96,333.87	46.3144
			D		3890.41	8,429.22	101,150.65	48.6301
			E		4084.93	8,850.69	106,208.29	51.0617
3345	Supervising Construction Inspector	TMMBU	A		3503.09	7,590.02	91,080.29	43.7886
			B		3678.25	7,969.54	95,634.49	45.9781
			C		3862.16	8,368.01	100,416.08	48.2770
			D		4055.26	8,786.40	105,436.78	50.6908
			E		4258.02	9,225.72	110,708.58	53.2253
3344	Supervising Plans Examiner*	TMMBU	A		3295.76	7,140.81	85,689.68	41.1970
			B		3460.54	7,497.84	89,974.06	43.2568
			C		3633.58	7,872.76	94,473.10	45.4198
			D		3815.25	8,266.38	99,196.53	47.6906
			E		4006.02	8,679.72	104,156.58	50.0753
3523	Technical Theatre Supervisor*	TMMBU	A		2807.61	6,083.15	72,997.77	35.0951
			B		2948.00	6,387.33	76,647.92	36.8500
			C		3095.39	6,706.67	80,480.03	38.6923
			D		3250.16	7,042.01	84,504.08	40.6270
			E		3412.68	7,394.13	88,729.56	42.6584
4461	Theatre Operations & Tech Asst	TTSSEA	A		1964.02	4,255.37	51,064.42	24.5502
			B		2062.21	4,468.13	53,617.57	25.7777
			C		2165.33	4,691.54	56,298.53	27.0666
			D		2273.59	4,926.11	59,113.27	28.4198
			E		2387.26	5,172.40	62,068.78	29.8408
9361	**Theatre Technician**	LS	A					**26.6700**
			B					**28.0000**
			C					**29.4000**
			D					**30.8700**
			E					**32.4100**
1109	Transportation Commissioner			Stipend $50.00 per meeting				

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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

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City of Tracy
Master Salary Schedule

Effective 1-1-19
(Amended 4-1-19)

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

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RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGERS ASSOCIATION (TPMA), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

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

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit A between the City of Tracy and the Tracy Police Managers Association and 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 of the City of Tracy hereby 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.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY FIREFIGHTERS ASSOCIATION (TFFA), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

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

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit B between the City of Tracy and the Tracy Firefighters Association and 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 of the City of Tracy hereby authorizes the City Manager or designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

WHEREAS, The City and the South County Fire Chief Officers Association have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit C between the City of Tracy and the South County Fire Chief Officers Association and 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 of the City of Tracy hereby authorizes the City Manager or designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

WHEREAS, The City and the Tracy Technical and Support Services Employee Association have met and conferred regarding the contents of the Side Letter, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit D between the City of Tracy and the Tracy Technical and Support Services Employee Association and 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 of the City of Tracy hereby authorizes the City Manager or designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE GENERAL TEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

WHEREAS, The City and the General Teamsters Local No. 439, IBT have met and conferred regarding the contents of the Side Letter;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit E between the City of Tracy and the General Teamsters Local No. 439, IBT and 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 of the City of Tracy hereby authorizes the City Manager or designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT (TMMBU), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

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

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Side Letter attached as Exhibit F between the City of Tracy and the Tracy Mid-Managers Bargaining Unit and 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 of the City of Tracy hereby authorizes the City Manager or designee(s) to take the necessary administrative steps to increase appropriations and implement the provisions of the MOU and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING AN AMENDED COMPENSATION AND BENEFIT PLAN BETWEEN THE CITY OF TRACY AND CONFIDENTIAL EMPLOYEES UNIT (CEU), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

WHEREAS, An agreement has been reached regarding the amendment of the Compensation and Benefit Plan, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the amended Compensation and Benefit Plan attached as Exhibit G between the City of Tracy and the Confidential Employees Unit and 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 increase appropriations and implement the provisions of the Compensation and Benefit Plan and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING AN AMENDED COMPENSATION AND BENEFIT PLAN BETWEEN THE CITY OF TRACY AND DEPARTMENT HEADS (DH), AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The City desires to change the semi-monthly pay schedule to a bi-weekly pay schedule and move from a paid current system to paying in arrears effective April 1, 2019, and

WHEREAS, A Transition Assistance Program was designed to reduce the impacts of the payroll transition, and

WHEREAS, An agreement has been reached regarding the amendment of the Compensation and Benefit Plan, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves the amended Compensation and Benefit Plan attached as Exhibit H between the City of Tracy and the Department Heads and 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 increase appropriations and implement the provisions of the Compensation and Benefit Plan and actions approved by this Resolution.

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

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 5TH day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 3.A

REQUEST

PUBLIC HEARING TO CONSIDER CITY'S RECOMMENDATION FOR AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR FISCAL YEAR 2019-2020 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS FOR THE PROGRAM

EXECUTIVE SUMMARY

Consider and approve the recommendation to award Community Development Block Grant funding in the estimated amount of $475,088 and Home Investment Partnerships Program funding in the estimated amount of $156,621 for Fiscal Year (FY) 2019-2020. The list of priority-ranked funding allocations and award recommendations are due to San Joaquin County by March 18, 2019 for final funding determinations as part of the annual entitlement program process. This item also seeks Council's authorization for the Assistant City Manager to execute the funding agreements for the program.

BACKGROUND

Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects that make for a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income individuals and families. The City of Tracy receives an annual pass-through allocation from San Joaquin County, which serves as the entitlement agency.

On November 15, 2016, the City Council adopted local funding priorities to be considered in the annual allocation process and to be used as a guide for the Parks and Community Services Commission (Commission) in formulating proposed award recommendations. These priorities are listed below by category and in priority order:

CDBG

Public Services Category:

(1) Food Distribution Services
(2) Homelessness Prevention, Intervention and Transitional Housing Services
(3) Senior and Special Needs Services
(4) Domestic Violence Services
(5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:

(1) Public Parks and Facilities
(2) Removal of Architectural Barriers (ADA)

HOME

(1) Address issues of public safety, health and welfare
(2) Rehabilitate residential properties occupied by low income persons
(3) Partner to construct income restricted family and senior housing facilities

Funding Availability

San Joaquin County has provided the following estimated amounts of CDBG and HOME funds to be allocated to the City of Tracy in the FY 2019-2020 program year:

CDBG

Public Services Allocation (15%)		$ 71,263
Public Improvements/Public Facilities		$ 339,213
Grant Administration (16%)		$ 64,612
	Total	$ 475,088

HOME

Home Eligible Activities	Total	$ 156,621

The actual amounts available for allocation will be based on a final funding determination by HUD. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

Parks and Community Services Commission Recommendation:

In order to encourage meaningful citizen involvement, public examination and appraisal of the process, as well as enhance program accountability, a subcommittee of the Commission is formed to evaluate, score and make funding allocation recommendations on the CDBG and HOME fund applications. The subcommittee is composed of three members of the Commission, selected each year by the Commission Chair. The role of the subcommittee is to review applications for consistency with adopted local funding priorities, score and prioritize the funding of applications, and make a funding allocation recommendation to the full Commission, which will then provide a formal recommended action to the City Council. City Council is then asked to review and accept the CDBG funding recommendations from the Commission, which will later go before the San Joaquin Board of Supervisors for final approval.

CDBG/HOME grant applications for FY 2019-2020 were available beginning December 6, 2018 with a submittal deadline of January 17, 2019. An informational meeting on the CDBG/HOME grant program and award process was held for interested applicants on January 7, 2019 in City Hall.

On December 6, 2018, the Parks and Community Services Commission discussed and adopted a funding allocation formula for CDBG Public Service grant applications. The Commission evaluated several funding methods and chose the following allocation formula:

- The top two scoring public service program applications will be funded the requested amount up to a max of $12,000 each.
- Applications ranked 3 and 4 will be funded the requested amount up to a maximum allocation of $8,000 each.
- Applications ranked 5 and below will receive a $5,000 allocation in order of applicant ranking until funds are exhausted.
- Any remaining funds less than $5,000 will be distributed to applicants 5 and below until exhausted, so long as it does not exceed Tier 2 max amounts and their funding request.
- Should the City receive more funding than estimated, additional programs may be funded in ranking order.

The Commission subcommittee met on January 29, 2019, to review, and consider grant application funding requests, rank applications based on local funding priorities, and recommend funding allocation amounts to the Commission. A scoring sheet (Attachment A) was used by the subcommittee to evaluate each application. The scoring system took into consideration City Council's local funding priorities, as well as HUD requirements for each grantee application. Individual scores for each application were averaged to determine a final score. The subcommittee's recommendations for application ranking and grant funding allocations for FY 2019-2020 are listed in Attachment B.

The City received twelve (12) eligible applications for CDBG Public Services, one (1) required direct allocation to the San Joaquin Fair Housing Association for affordable housing and counseling services, and one (1) required direct allocation to the San Joaquin County Food Services Pool. The San Joaquin County Food Services Pool is managed by San Joaquin County on a competitive application basis. This year, San Joaquin County received two (2) applications that are proposed to receive an equitable share of the City's contribution to the countywide CDBG pooled funding for food distribution services. These San Joaquin County Food Services Pool applicants are also eligible to receive funding from other cities and the County as part of the entitlement consortium, since they serve multiple communities in addition to Tracy. The City received five (5) applications for the CDBG Public Improvements/Public Facilities category, and two (2) applications for the HOME program.

San Joaquin County requires CDBG Public Service awards be allocated at a minimum of $5,000 with no maximum funding amount per applicant, and a minimum award of $150,000 and a maximum of $2 million to be awarded to successful CDBG Public Improvements/Public Facilities applicants. There are no established funding award limits for HOME. All contracts between the City and its grantees are for two (2) year terms allowing increased flexibility in the delivery of services and projects to the community.

CDBG Public Services

Rank	Applicant/Awardee		Funding Amount
Direct	San Joaquin Fair Housing Agency		$ 5,000
Direct	San Joaquin County Food Services Pool		$ 3,333
	Mobile Farmers Market	*$ 1,666*	
	Meals on Wheels	*$ 1,667*	
		Total	**$8,333**

Rank	Applicant/Awardee	Funding Amount
1	Tracy Interfaith Ministries	$ 12,000
2	Chest of Hope (Emergency Shelter/Meals)	$ 10,000
3	McHenry House Tracy Family Shelter	$ 8,000
4	Women's Center	$ 8,000
5	Coalition of Tracy Citizens to Assist Homeless	$ 8,000
6	Boys and Girls Club of Tracy	$ 6,930
7	Tracy Community Connections	$ 5,000
8	Tracy Seniors Association	$ 5,000
9	UNeed2, Inc.	$ 0
10	Chest of Hope (Transitional Housing)	$ 0
	Total	**$62,930**

CDBG Public Facilities/Public Improvements

Rank	Applicant/Awardee	Funding Amount
1	McHenry House Tracy Family Shelter	$189,213
2	City of Tracy – ADA Sidewalk Improvements	$150,000
	Total	**$339,213**

HOME

Rank	Applicant/Awardee	Funding Amount
1	Housing Authority County of San Joaquin	$ 93,972.60
2	Eden Housing, Inc. (Stone Pine Meadows)	$ 62,648.40
	Total	**$156,621**

On February 7, 2019, the Parks and Community Services Commission conducted a public meeting to consider the CDBG/HOME funding recommendations of the Parks subcommittee, which were approved unanimously by the Commission. San Joaquin County is expected to review and consider final approval of all locally recommended projects by April 2019. Staff further requests that Council authorize the Assistant City Manager to execute the funding agreements with the recipients, on behalf of the City (Attachment C).

STRATEGIC PLAN

This agenda item supports Goal 2 of the Quality of Life Strategic Priorities by promoting public health, safety, and community welfare throughout the community.

FISCAL IMPACT

The City of Tracy, as a subrecipient of San Joaquin County, will be allocated an estimated $475,088 in CDBG funds for FY 2019-2020 for use by its selected grantees. The City will also be allocated an estimated $156,621 in FY 2019-2020 in HOME funds.

RECOMMENDATION

That City Council, by resolution, recommend the award and allocation of $475,088 in CDBG funds and $156,621 in HOME funds for FY 2019-2020 pursuant to the recommendations listed in the attached resolution, and authorize the Assistant City Manager to execute the Funding Agreements on behalf of the City.

Prepared by: Vanessa Carrera, Economic Development Analyst

Reviewed by: Shelley Burcham, Economic Development Manager
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment “A” – Sample Score Sheet
Attachment “B” – Parks and Community Services Commission Priority Ranking & Funding List
Attachment “C” – Funding Agreement
Attachment “D” – CDBG FY 19-20 PowerPoint Presentation to City Council

City of Tracy
CDBG PUBLIC SERVICE FY 2019-2020 SCORING SHEET

Instructions: *Please review each Grant Application and assign POINTS to each Section according to how well the applicant completed the section. Maximum total points awarded for Public Service Projects will be 94. Maximum total points for Public Facility Projects will be 110. Maximum total points for HOME program will be 110.*

Percentage of Score

CDBG ELIGIBILITY CRITERIA *(10 Pt. Max./2 Pt. Max. Ea. N/A = 0 Pts.)* — 11%

I. EXPENDITURE RATE FROM PREVIOUS ALLOCATIONS	
II. LOW / MODERATE INCOME BENEFIT TOTAL AND PERCENTAGE	
III. TIMELY REPORTING TO THE CITY	
IV. READINESS (Environmental completed, plans / specification complete, all project funding in place, etc.)	
V. IMPACT TO GOALS AND OUTCOMES - Identified in Action / Consolidated Plan	

LOCAL PRIORITIES BASED ON COMMUNITY NEED/BENEFIT (APPROVED BY COUNCIL)
(Choose only one Category)

CDBG Public Services Category ONLY *(5 Maximum Points)* — 5%

FOOD DISTRIBUTION SERVICES = 5
HOMELESSNESS PREVENTION, INTERVENTION AND TRANSITIONAL HOUSING SERVICES = 4
SENIOR AND SPECIAL NEEDS SERVICES = 3
DOMESTIC VIOLENCE SERVICES = 2
YOUTH EDUCATION AND ENRICHMENT SERVICES = 1

Points

SECTION I. GENERAL INFORMATION (p. 3)

(Review for completeness.) (5 Points Maximum / 1 Point Max. Each; N/A=1 Point) — 5%
Award Maximum Points if this section is complete.

NAME OF ENTITY OR ORGANIZATION		
TITLE OF PROPOSED PROJECT		
AMOUNT OF GRANT FUNDS REQUESTED	$	
TOTAL PROJECT COST	$	
REQUESTED FUNDS FROM OTHER CITIES	$	

SECTION II. PROJECT INFORMATION (p. 4)

A. PROJECT NARRATIVE (p. 4-5) (21 Points Maximum) — 22%
(Rank applicant response to each question as "poor, good, or excellent".)

Points

1.Project Description	Poor	Good	Excellent
2. Needs Statement	Poor	Good	Excellent
3. Objectives, Outcomes, and Indicators	Poor	Good	Excellent
4. Internal Performance Measurement	Poor	Good	Excellent
5. Activities & Methodology	Poor	Good	Excellent
6. Schedule	Poor	Good	Excellent
7. Continuation Plan	Poor	Good	Excellent

B. PROJECT CHARACTERISTICS (p. 5 - 6) *(9 Points Maximum / 3 Point Max. Each, N/A=3 Points)* — 10%
(Review for completeness and for how well the applicant explained their project.)

Points

1. Is this a new program/service or an expansion of an existing program/service?	
2. Describe geographical boundaries of the neighborhood, community, or region to be served by the project.	
3. Explain how this program differs from other programs providing similar services in Tracy/San Joaquin County.	

C.BENEFICIARY INFORMATION (p. 7)
(Review for completeness.) *(8 Points Maximum)* — 9%

Points

1. Provide the number of people or households that will directly benefit from your program daily and annually.

> 250 = **8** points; 249 - 100 = **7** points; 99 - 20 = **5** point; < 20 = **1** point

D. DEMOGRAPHIC INFORMATION (p. 7)

(Review for completeness.) *(16 Points Maximum)*

	Points	
1.Total number of Tracy residents, by jurisdiction, expected to benefit from the proposed activity. > 250 = **8** points; 249 - 100 = **5** points; 99 - 20 = **3** points; < 20 = **1** point		17%
2. Please classify Tracy clientele served by the program according to income levels: <30% (extremely low) = **8** points; 31% - 50% (very low) = **5** points; 51% - 80% (low) = **1** point		

SECTION III. ORGANIZATION INFORMATION (pg.10)

A. BACKGROUND (p. 10)

(Review for completeness.) *(5 Points Maximum)*

	Points	
1. Longevity - Number of years organization has conducted the program for which funding is requested: > 20 = **5** points; 15 - 19 = **4** points; 10 - 14 = **3** points; 5 - 9 = **2** points; < 5 = **1** point		5%

B. QUALIFICATIONS (p. 10 - 11)

(Review for how well the applicant answered the question.) *(9 Points Maximum / 3 Max Points Each)*

	Points	
1. Please describe your organization's history and experience in providing services to the community.		10%
2. Discuss the agency's capability to develop, implement, and administer the proposed project.		
3. Describe the organization's outreach and service delivery methods.		

SECTION IV. FUNDING NARRATIVES (p. 11)

(Review for completeness and how well the applicant answered the question.) *(6 Points Maximum / 3 Max. Points Each)*

	Points	
1. What other sources of funding are budgeted for the proposed activity?		6%
2. Describe your organizations plan to become self-sustaining, thereby eliminating the need for future CDBG funds.		
POINTS GRAND TOTAL		100%

I, _____ certify that I have *objectively* reviewed the Request for Qualifications. Based on the information provided by the above agency, I ☐ **recommend** ☐ **do not recommend** that the City of Tracy award funding to the agency above. DATE:_____

If no, please indicate why you do not recommend:

_____

_____

_____

_____

_____

_____

_____

City of Tracy
CDBG PUBLIC FACILITIES / HOME FY 2019-2020 SCORING SHEET

Instructions: *Please review each Grant Application and assign POINTS to each Section according to how well the applicant completed the section. Maximum total points awarded for Public Service Projects will be 94. Maximum total points for Public Facility Projects will be 110. Maximum total points for HOME program will be 110.*

Percentage of Score

CDBG ELIGIBILITY CRITERIA *(10 Pt. Max./2 Pt. Max. Ea. N/A = 0 Pts.)* — 9%

I. EXPENDITURE RATE FROM PREVIOUS ALLOCATIONS
II. LOW / MODERATE INCOME BENEFIT TOTAL AND PERCENTAGE
III. TIMELY REPORTING TO THE CITY
IV. READINESS (Environmental completed, plans / specification complete, all project funding in place, etc.)
V. IMPACT TO GOALS AND OUTCOMES - Identified in Action / Consolidated Plan

LOCAL PRIORITIES BASED ON COMMUNITY NEED/BENEFIT (APPROVED BY COUNCIL)
(Choose only one Category)

CDBG Public Facilities Category ONLY *(3 Maximum Points)* — **Points** — 3%

PUBLIC PARKS AND FACILITIES = 3
REMOVAL OF ARCHITECTURAL BARRIERS (ADA) = 2

HOME Program ONLY *(3 Maximum Points)* — **Points** — 3%

ADDRESS ISSUES OF PUBLIC SAFETY, HEALTH AND WELFARE = 3
REHABILITATE RESIDENTIAL PROPERTIES OCCUPIED BY LOW INCOME PERSONS = 2
PARTNER TO CONSTRUCT INCOME RESTRICTED FAMILY AND SENIOR HOUSING FACILITIES = 1

SECTION I. GENERAL INFORMATION (p. 3)

(Review for completeness.) (5 Points Maximum / 1 Point Max. Each; N/A=1 Point) — 5%

Award Maximum Points if this section is complete.

NAME OF ENTITY OR ORGANIZATION		
TITLE OF PROPOSED PROJECT		
AMOUNT OF GRANT FUNDS REQUESTED	$	
TOTAL PROJECT COST	$	
REQUESTED FUNDS FROM OTHER CITIES	$	

SECTION II. PROJECT INFORMATION (p. 4)

A. PROJECT NARRATIVE (p. 4-5)

(Rank applicant response to each question as "poor, good, or excellent") (21 Points Maximum) *(Circle One for Each Question)* — **Points** — 19%

1.Project Description	Poor	Good	Excellent
2. Needs Statement	Poor	Good	Excellent
3. Objectives, Outcomes, and Indicators	Poor	Good	Excellent
4. Internal Performance Measurement	Poor	Good	Excellent
5. Activities & Methodology	Poor	Good	Excellent
6. Schedule	Poor	Good	Excellent
7. Continuation Plan	Poor	Good	Excellent

B. PROJECT CHARACTERISTICS (p. 5 - 6)

(27 Points Maximum / 3 Point Max. Each, N/A=3 Points)

(Review for completeness and for how well the applicant explained their project.)

Points — 25%

1. Is this a new program/service or an expansion of an existing program/service?
2. Describe geographical boundaries of the neighborhood, community, or region to be served by the project.

3. Explain how this program differs from other programs providing similar services in Tracy/San Joaquin County.		
4. Does the proposed activity conform with the General Plan, zoning, and other regulations?		
5. Has any planning/predevelopment steps been completed to date? (e.g. architectural plans, engineering, land use approvals, permits, funding commitments, etc.)		
6. Provide further information on building or property for which improvements are being proposed.		
7. Are there environmental issues, such as flooding, hazardous materials, lead-based paint, or historic preservation that will need to be considered?		
8. Has the applicant clearly recognized that Fair Labor Standards Act Compliance is required for their project?		
9. If applicable, were relocation costs included when developing the project budget? (N/A = 3 pts.)		

C.BENEFICIARY INFORMATION (p. 7)

(Review for completeness.) *(8 Points Maximum)*

	Points	
1. Provide the number of people or households that will directly benefit from your program daily and annually. > 250 = **8** points; 249 - 100 = **7** points; 99 - 20 = **5** point; < 20 = **1** point		7%

D. DEMOGRAPHIC INFORMATION (p. 7)

(Review for completeness.) *(16 Points Maximum)*

	Points	
1.Total number of Tracy residents, by jurisdiction, expected to benefit from the proposed activity. > 250 = **8** points; 249 - 100 = **5** points; 99 - 20 = **3** points; < 20 = **1** point		15%
2. Please classify Tracy clientele served by the program according to income levels: <30% (extremely low) = **8** points; 31% - 50% (very low) = **5** points; 51% - 80% (low) = **1** point		

SECTION III. ORGANIZATION INFORMATION (pg.10)

A. BACKGROUND (p. 10)

(Review for completeness.) *(5 Points Maximum)*

	Points	
1. Longevity - Number of years organization has conducted the program for which funding is requested: > 20 = **5** points; 15 - 19 = **4** points; 10 - 14 = **3** points; 5 - 9 = **2** points; < 5 = **1** point		4%

B. QUALIFICATIONS (p. 10 - 11)

(Review for how well the applicant answered the question.) *(9 Points Maximum / 3 Max Points Each)*

	Points	
1. Please describe your organization's history and experience in providing services to the community.		8%
2. Discuss the agency's capability to develop, implement, and administer the proposed project.		
3. Describe the organization's outreach and service delivery methods.		

SECTION IV. FUNDING NARRATIVES (p. 11)

(Review for completeness and how well the applicant answered the question.) *(6 Points Maximum / 3 Max. Points Each)*

	Points	
1. What other sources of funding are budgeted for the proposed activity?		5%
2. Describe your organizations plan to become self-sustaining, thereby eliminating the need for future CDBG funds.		
POINTS GRAND TOTAL		100%

I, _____ certify that I have *objectively* reviewed the Request for Qualifications. Based on the information provided by the above agency, I ☐ **recommend** ☐ **do not recommend** that the City of Tracy award funding to the agency above. DATE:_____

If no, please indicate why you do not recommend:

_____

_____

_____

_____

_____

_____

ATTACHMENT "B"

City of Tracy

2019-2020 CDBG/HOME Local Priority Rankings & Funding Recommendations

2018-2019 Funding Available to City of Tracy		
CDBG Public Services	$	71,263.00
CDBG Public Improvements/Public Facilities	$	339,213.00
HOME	$	156,621.00

CDBG Public Services

Applicant	Project Title	Local Funding Priority	Funding Request	Sub-Cmte Avg. Score	Rank	PCS Subc-Cmte Recommendations	Comments
San Joaquin Fair Housing	Affordable Housing and Counseling Services	HUD Requirement-Fair Housing	$ 5,000	-	Direct Allocation	$ 5,000.00	
SJ County Food Services Pool	Food Distribution Services	(1) Food Distribution	$ 3,333	-	Direct Allocation	$ 3,333.00	
Tracy Interfaith Ministries	Hunger Relief and Food Distribution	(1) Food Distribution	$ 12,000	82.6	1	$ 12,000.00	
Chest of Hope, Inc.	Emergency Shelter & Meals for Domestic Violence Victims	(4) Domestic Violence Services	$ 10,000	78.3	2	$ 10,000.00	
McHenry House Tracy Family Shelter	Family Crisis Intervention Program	(2) Homelessness Prevention, Intervention and Transitional Housing Services	$ 15,000	78.3	3	$ 8,000.00	
Women's Center Youth & Family Services	South County Domestic Violence Emergency Shelter Services	(4) Domestic Violence Services	$ 15,000	76.3	4	$ 8,000.00	
Coalition of Tracy Citizens to Assist the Homeless	Support CTCAH to Help Tracy's Homeless	(2) Homelessness Prevention, Intervention and Transitional Housing Services	$ 10,000	75	5	$ 8,000.00	
Boys & Girls Club of Tracy	Summer Enrichment Program	(5) Youth Education and Enrichment Services	$ 8,000	74.3	6	$ 6,930.00	
Tracy Community Connections Center, Inc.	Homeless Intervention: Transportation and Vehicle Assistance	(2) Homelessness Prevention, Intervention and Transitional Housing Services	$ 10,000	70.3	7	$ 5,000.00	
Tracy Seniors Association	Safe At Home	(3) Senior and Special Needs Services	$ 10,000	66	8	$ 5,000.00	
Uneed2	IT Fundamentals & Internship	(5) Youth Education & Enrichment Services	$ 10,402	59	9	$ -	
Chest of Hope, Inc.	Transitional Housing and Services for Domestic Violence Survivors	(4) Domestic Violence Services	$ 30,000	58.6	10	$ -	
Mountain's Hope Community Worship Center	MHCWC Community Food Distribution	(1) Food Distribution Services	$ 16,490	Ineligable	Ineligable	Ineligable	Application did not include financial statement, copy of audit, proof of non-profit status.
Good Samaritan Community Thrift Store	Workforce development	N/A	$ 79,900	Ineligable	Ineligable	Ineligable	The program described in the application did not meet eligibility criteria under CDBG Publc Service category.
Surtec Adopt a Family	Provide Food & Gifts During Holiday Season	(1) Food Distribution Services	$ 10,000	Ineligable	Ineligable	Ineligable	Application did not include financial statement, and proof of non-profit status.
		CDBG Public Services Request	$ 245,125			$ 71,263	

ATTACHMENT "B"

CDBG Public Improvements/Public Facilities

Applicant	Project Title	Local Funding Priority	Funding Request	Sub-Cmte Avg. Score	Rank	PCS Subc-Cmte Recommendations
Mc Henry House Tracy Family Shelter	McHenry House Low Income Apartments - Rehab	(1) Public Parks and Facilities	$ 500,000	91	1	$ 189,213
City of Tracy	ADA Sidewalk Improvements	(2) Removal of Architectual Barriers (ADA)	$ 519,872	90.6	2	$ 150,000
City of Tracy	Senior Centert Landscape Improvements	(1) Public Parks and Facilities	$ 275,714	90.3	3	$ -
Boys & Girls Club	Lowell Gym Improvement and Bathroom Installation	(1) Public Parks and Facilities	$ 410,000	85.6	4	$ -
Uneed2, Inc.	Technical Training Center	(2) Removal of Architectual Barriers (ADA)	$ 150,000	65.6	5	$ -
		CDBG Public Improvements/Facilities Request	$ 1,855,586			$ 339,213

HOME Program

Applicant	Project Title	Local Funding Priority	Funding Request	Sub-Cmte Avg. Score	Rank	PCS Subc-Cmte Recommendations
Housing Authority County of San Joaquin	Tracy Homes	(2) Rehabilitate residential properties occupied by low income persons	$ 2,000,000	94.3	1	$93,972.60
Eden Housing, Inc.	Stone Pine Meadows Apartments	(2) Rehabilitate residential properties occupied by low income persons	$ 300,000	86.6	2	$62,648.40
		HOME Program Request	$ 2,300,000			$ 156,621

AGREEMENT BETWEEN THE CITY OF TRACY AND (NAME OF ORGANIZATION) FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2019-2020

THIS AGREEMENT entered into this ____ day of ____ 2019 by and between the City of Tracy (herein called the "Grantee") and (NAME OF ORGANIZATION) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG fiscal year 2019 - 2020 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

Activity #1 (Complete description of activity to be undertaken, what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided.)

Activity #2 (Same)

Activity #3 (Same)

General Administration

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year

D. Staffing (Provide list of staff and time commitments to be allocated to each activity specified in I.A.)

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July 2019 and end on the 30th day of June 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Salaries	$
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (specify)	
Indirect costs (specify)	
TOTAL	$

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to this budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$(enter amount) ($0.0 Facilities, Economic Development and/or $0.0 Public Services)** Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-87, Section 85.20

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

	Grantee	Subrecipient
Name & Title:	Andrew Malik	(Name of Contact)
Address:	333 Civic Center Drive	Adress#1
City, State, Zip:	Tracy, CA 95376	Address City, State
Telephone:	209-831-6490	Phone Number
Fax Number:	209-830-6837	Fax Number

VI. SPECIAL CONDITIONS (Special conditions specific to the particular activity or individual subrecipient)

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the insurance and bonding requirements of 24 CFR Part 84.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for

Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets. Any real property acquired or improved in whole or in part using CDBG funds in excess of $25,000 shall be used as indicated in this agreement (including the beneficiaries of such use) for a period of at least five years after the closeout of the County's grant from which the assistance was provided.

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of

administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, similar to Appendix "A" on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing

and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Consultant for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this

Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and

shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the

benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.
- Federal Water Pollution control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an on-going drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The subrecipient's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee engaged in the performance of the grant is given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:

   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking on the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE	SUBRECIPIENT
_____	_____
Andrew Malik, Assistant City Manager APPROVED AS TO FORM	(Contact) (Title)
_____	
Thomas Watson City Attorney	

CDBG / HOME Programs

Consider CDBG/HOME Grant Funding Recommendations for FY 19-20

TRACY

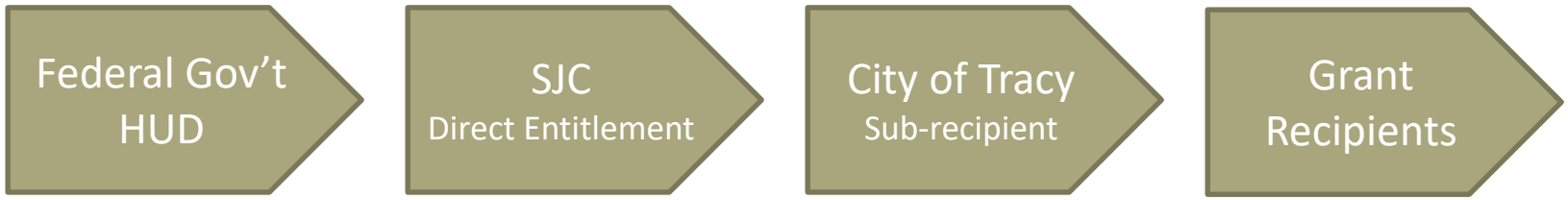
Think Inside the Triangle™

City Council Public Hearing

March 5, 2019

What is CDBG/HOME?

- Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) from the United States Department of Housing and Urban Development (HUD). All federal regulations apply.
- The City does not use any local funding for this program and applicants must abide by the program guidelines for the Federal CDBG/HOME funding.
- Direct Entitlement vs. Sub-recipient vs. Grantee



Grant Program Opportunities

Community Development Block Grant (CDBG)

- 2019-20 Estimated Allocation: $475,088
  - Public Services = 15% ($71,263)
  - Grant Administration = 16% ($64,612)
  - Public Facilities = 69% ($339,213)

HOME Investment Partnership Program (HOME)

- 2019-20 Estimated Allocation: $157,000

Grant Program Opportunities

Community Development Block Grant (CDBG)

Minimum/Maximum Awards:

Public Services:

$5,000 Minimum/No Maximum

Public Improvement & Facilities:

$150,000 Minimum/$2 Million Maximum

Local Priorities

Tracy City Council adopted local priority areas that had been identified as Community Need for 2016 through 2021:

Public Services Category:

(1) Food Distribution Services

(2) Homelessness Prevention, Intervention and Transitional Housing Services

(3) Senior and Special Needs Services

(4) Domestic Violence Services

(5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:

(1) Public Parks and Facilities

(2) Removal of Architectural Barriers (ADA)

HOME

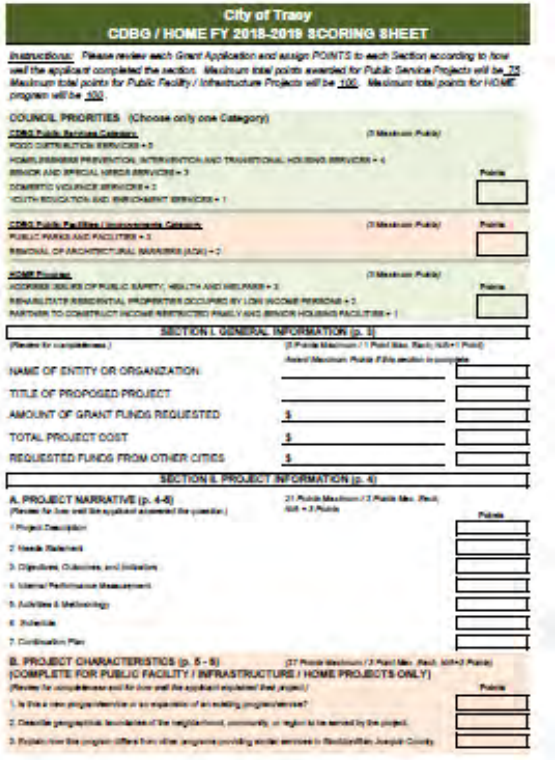
(1) Address issues of public safety, health and welfare;

(2) Rehabilitate residential properties occupied by low income persons; and,

(3) Partner to construct income restricted family and senior housing facilities.

All applications should meet the mandated Federal program areas in order to be eligible.

Scoring and Funding Applications



City of Tracy
CDBG / HOME FY 2018-2019 SCORING SHEET

Instructions: Please review each Grant Application and assign POINTS to each Section according to how well the applicant completed the section. Maximum total points awarded for Public Service Projects will be 75. Maximum total points for Public Facility / Infrastructure Projects will be 100. Maximum total points for HOME program will be 100.

COUNCIL PRIORITIES (Choose only one Category)

CDBG Public Services Category (3 Maximum Points)
FOOD DISTRIBUTION SERVICES = 3
HOMELESSNESS PREVENTION, INTERVENTION AND TRANSITIONAL HOUSING SERVICES = 4
SENIOR AND SPECIAL NEEDS SERVICES = 3
DOMESTIC VIOLENCE SERVICES = 2
YOUTH EDUCATION AND ENRICHMENT SERVICES = 1
Points

CDBG Public Facilities / Improvements Category (3 Maximum Points)
PUBLIC PARKS AND FACILITIES = 3
REMOVAL OF ARCHITECTURAL BARRIERS (ADA) = 2
Points

HOME Projects (3 Maximum Points)
ADDRESS ISSUES OF PUBLIC SAFETY, HEALTH AND WELFARE = 3
REHABILITATE RESIDENTIAL PROPERTIES OCCUPIED BY LOW INCOME PERSONS = 2
PARTNER TO CONSTRUCT INCOME RESTRICTED FAMILY AND SENIOR HOUSING FACILITIES = 1
Points

SECTION I. GENERAL INFORMATION (p. 3)

(Review for completeness.) (3 Points Maximum / 1 Point Max. Each) Award Maximum Points if this section is complete

NAME OF ENTITY OR ORGANIZATION
TITLE OF PROPOSED PROJECT
AMOUNT OF GRANT FUNDS REQUESTED $
TOTAL PROJECT COST $
REQUESTED FUNDS FROM OTHER CITIES $

SECTION II. PROJECT INFORMATION (p. 4)

A. PROJECT NARRATIVE (p. 4-8) (21 Points Maximum / 3 Points Max. Each, Add + 3 Points)
(Review for how well the applicant answered the question.) Points
1. Project Description
2. Needs Statement
3. Objectives, Outcomes, and Indicators
4. Internal Performance Measurement
5. Activities & Methodology
6. Schedule
7. Continuation Plan

B. PROJECT CHARACTERISTICS (p. 8 - 9) (27 Points Maximum / 3 Point Max. Each, Add +3 Points)
(COMPLETE FOR PUBLIC FACILITY / INFRASTRUCTURE / HOME PROJECTS ONLY)
(Review for completeness and for how well the applicant explained their project.) Points
1. Is this a new program/service or an expansion of an existing program/service?
2. Describe geographical boundaries of the neighborhood, community, or region to be served by the project.
3. Explain how the program differs from other programs providing similar services in San Joaquin County.

- Step 1: Score Applications based on Local Priorities adopted by Council and grant content
- Step 2: Apply funding formula to final applicant score

FUNDING ALLOCATION FORMULA – PUBLIC SERVICE
Adopted by PCSC on Dec 6, 2018

1) The top 2 scoring applications will be funded the requested amount up to $12,000

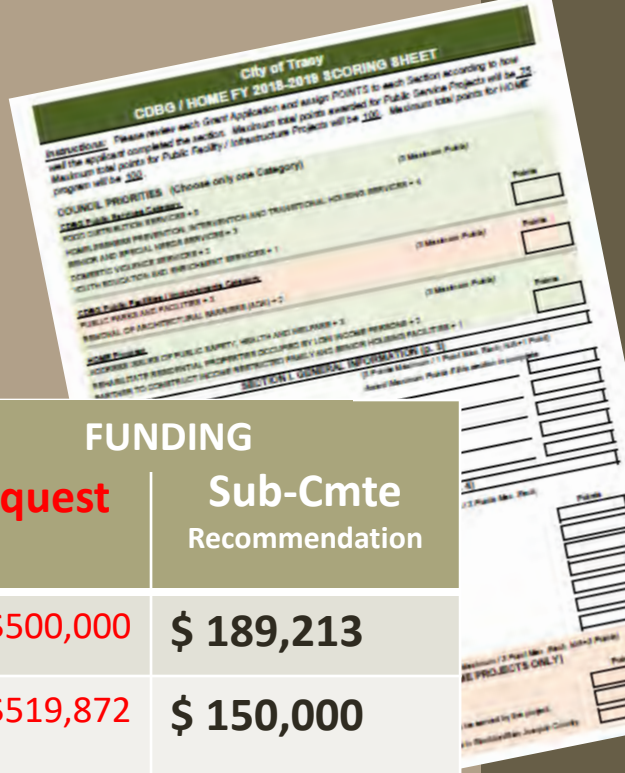
2) Applications ranked 3 & 4 will be funded the requested amount up to $8,000

3) Applications ranked 5 and below will receive $5,000 in order of ranking until funds are exhausted

4) Any remaining funds less than $5,000 will be distributed to applicants 5 and below until exhausted (cannot exceed Tier 2 amounts)

Should the City receive more funding than estimated, additional programs will be funded in ranking order.

Parks Commission Sub-Committee Scoring & Ranking



Public Facilities Applicant(s)	Council Priority	Sub-Cmte SCORE	FUNDING Request	FUNDING Sub-Cmte Recommendation
McHenry House	(1)	91	$500,000	$ 189,213
City of Tracy – ADA Sidewalk	(2)	90.6	$519,872	$ 150,000
			Estimated Allocation	$339,213

HOME PROGRAM Applicant(s)	Council Priority	Sub-Cmte SCORE	FUNDING Request	FUNDING Sub-Cmte Recommendation
Housing Authority SJC	(2)	94.3	$2,000,000	$ 93,972.60
Eden Housing, Inc.	(2)	86.6	$300,000	$ 62,648.40
			Estimated Allocation	$156,621

Public Service Applicant(s)	Ranking	Council Priority	Sub-Cmte SCORE	Request	Sub-Cmte Recommendation
San Joaquin Fair Housing	Required	Required	Direct	$5,000	$5,000
SJ County Food Services Pool	Required	Required	Direct	$3,333	$3,333
Tracy Interfaith Ministries	1	(1)	82.6	$12,000	$12,000
Chest of Hope	2	(4)	78.3	$10,000	$10,000
McHenry House	3	(2)	78.3	$15,000	$8,000
Women's Center	4	(4)	76.3	$15,000	$8,000
CTCAH	5	(2)	75	$10,000	$8,000
Boys & Girls Club of Tracy	6	(5)	74.3	$8,000	$6,930
Tracy Community Connections	7	(2)	70.3	$10,000	$ 5,000
Tracy Seniors Assoc.	8	(3)	66	$10,000	$ 5,000
UNeed2, Inc.	9	(5)	59	$10,402	$ 0
Chest of Hope	10	(4)	58.6	$30,000	$ 0
					$ 71,263

RECOMMENDATION

That City Council, by resolution, recommend the award and allocation of $475,088 in CDBG funds and $156,621 in HOME funds for FY 2019-2020 pursuant to the recommendations listed in the attached resolution, and authorize the Assistant City Manager to execute the Funding Agreements on behalf of the City.

RESOLUTION 2019-_____

RECOMMENDING THE AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS FOR FISCAL YEAR 2019-2020

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons, and

WHEREAS, The City of Tracy, as a subrecipient of San Joaquin County, will receive an estimated $475,088 in CDBG funds and $156,621 in HOME funds for Fiscal Year (FY) 2019-2020, and

WHEREAS, On February 7, 2019, the Parks and Community Services Commission conducted a public meeting to consider the received applications and make priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria, and

WHEREAS, The City Council conducted a public hearing on March 5, 2019, to consider the applications for allocation of CDBG and HOME funds for FY 2019-2020, and

WHEREAS, The entities (the "Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or San Joaquin County to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (the "Funding Agreement") is attached to the staff report accompanying this resolution;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby recommend the priority ranking and award of CDBG and HOME funds to the following Awardees:

CDBG Public Services

Rank	Applicant/Awardee		Funding Amount
Direct	San Joaquin Fair Housing Agency		$ 5,000
Direct	San Joaquin County Food Services Pool		$ 3,333
	Mobile Farmers Market	*$ 1,666*	
	Meals on Wheels	*$ 1,667*	
		Total	**$8,333**

Rank	Applicant/Awardee	Funding Amount
1	Tracy Interfaith Ministries	$ 12,000
2	Chest of Hope (Emergency Shelter/Meals)	$ 10,000
3	McHenry House Tracy Family Shelter	$ 8,000
4	Women's Center	$ 8,000
5	Coalition of Tracy Citizens to Assist the Homeless	$ 8,000
6	Boys and Girls Club of Tracy	$ 6,930
7	Tracy Community Connections	$ 5,000
8	Tracy Seniors Association	$ 5,000
9	UNeed2, Inc.	$ 0
10	Chest of Hope (Transitional Housing)	$ 0
	Total	**$62,930**

CDBG Public Facilities/Public Improvements

Rank	Applicant/Awardee	Funding Amount
1	McHenry House Tracy Family Shelter	$189,213
2	City of Tracy – ADA Sidewalk Improvements	$150,000
	Total	**$339,213**

HOME

Rank	Applicant/Awardee	Funding Amount
1	Housing Authority County of San Joaquin	$ 93,972.60
2	Eden Housing, Inc. (Stone Pine Meadows)	$ 62,648.40
	Total	**$156,621**

BE IT FURTHER RESOLVED, That the Assistant City Manager is authorized to sign funding agreements on behalf of the City.

* * * * * * * * * * *

The foregoing Resolution 2019-_____ was adopted by the Tracy City Council on the 5th day of March 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

March 5, 2019

AGENDA ITEM 3.B

REQUEST

DISCUSS POTENTIAL FUNDING SCENARIOS FOR MEASURE V PROJECTS AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

Staff has compiled six financing scenarios to address the City Council's request for potential funding for the aquatic center and multi-generational recreation center using Measure V General Fund Sales Tax. Staff is seeking policy direction from the City Council which will determine whether the City will proceed as the current Sale Tax Measure is written or return to the voters for additional approval.

DISCUSSION

On October 30, 2017 staff presented the City Council with a list of community amenity projects which may potentially be funded from bonds using Measure V Sales Tax revenues. Staff provided potential funding allocations of Measure V funds and sought direction from the City Council to prioritize the list of projects based upon the availability of funds, estimated budgets, and community input. The City Council's direction was to commit 50% of Measure V revenues to debt service payments, 25% to pay-as-you go projects, and 25% to provide City staffing and maintenance for the amenities proposed. During that discussion, staff had estimated that 50% of the Measure V revenues ($4.25M annually) could potentially generate $80M in proceeds. The proceeds of the debt would fund $30M for the aquatic center, $40M for the multi-generational recreation center, and $10M for Legacy Fields. Staff returned in March 2018 to the City Council and received further direction and funding allocations to proceed with the design and construction of Legacy Fields and the community outreach and the conceptual design for the multi-generational recreation center.

After receiving direction from the Council, staff worked to finalize the scopes of various projects, complete preliminary cost estimates, and strategize the financial plans to complete those projects in the most cost effective and efficient manner. Staff began working with the City's Bond Counsel, Financial Advisor, and Underwriter to evaluate the projects and forecast various bond financing models to meet the desired bond proceeds of $80M. As a result of the analysis, several factors have developed that require further direction from the City Council in order for staff to proceed.

The following is a brief overview of the various debt financing options available to the City; along with specific policy and legal considerations:

Lease Revenue Bonds

Lease revenue bonds (LRBs) are a type of revenue bond that may be approved by a legislative act (resolution) of the City Council (does not require voter approval). LRBs are secured by lease payments made by the party (the City) leasing one or more of the City's facilities (e.g. city hall, public works yard, or public safety buildings – referred to as the "leased assets"), in which the lease payments are used to pay debt service on bonds. Proceeds from the LRB's may be spent on the facilities subject to the lease or on other capital projects in the City. In such case, the City would promise to budget the lease payments from General Fund revenues so long as it has use and occupancy of the leased facilities.

The size or amount of bonds that can be generated from LRBs is limited to fair rental value of the leased facilities. In order to attract bond investors, the leased facilities are typically "essential service buildings" and annual debt service on the LRB's cannot be more than the fair rental value of the assets subject to the lease. Fair rental value is the approximate annual rent that the assets would lease for, based on their approximate value. Examples of essential service assets are City Hall, public safety buildings, and public works properties. City assets that are not considered essential service buildings and properties are libraries, public theaters, community centers, and parks. Other considerations include existing debt and financial capacity of the City's general fund, including the term of revenues (like sales taxes) available for the lease payments, such as sunset dates.

The City currently has three existing Lease Revenue Bonds outstanding. On October 25, 2007, the City issued 2007 Lease Revenue Bonds Series A and Series B. The bonds funded the acquisition and construction of Fire Station 97 and are secured by lease payments for Fire Station 91. On December 16, 2008, the City issued 2008 Lease Revenue Bonds, the proceeds of which were used to refund prior bonds and construct various improvements to City facilities, secured by a lease of the Police Department Headquarters and the Fire Administration Building.

Key considerations promulgated by the State of California of the use of LRB financing are summarized from the **"**Long-Term Debt Financing Options: Understanding Best Practices" (California Debt Investment and Advisory Commission: 2013) as follows:

> **Lease Financing**: Uses lease-leaseback structure with third-party entity, Issuer covenants to appropriate annual lease payments from general fund; May be structured as lease revenue bonds or "certificates of participation" ("COPs"); Not subject to constitutional debt limits per lease exception
>
> **Advantages**: No voter approval required
>
> **Disadvantages**: Requires unencumbered leasable assets; debt payments compete with other general fund priorities

When Used: For projects of general community benefit; To indirectly leverage a general fund revenue stream (i.e. sales tax increase); to provide "credit enhancement" for less credit-worthy borrowing for desired "risk-sharing"

Considerations: Nature of general fund revenues (type and diversity); current and historic revenue trends; general fund debt burden; pension and health care liabilities; value and "essentiality" of leased assets

Capacity Constraints: Requires available assets for lease; value of leased asset must exceed borrowing (estimated annual fair rental amount must exceed annual debt service); new project funded by bonds can be leased, but requires either capitalized interest or asset transfer

Revenue Bonds (Sales Tax)

Revenue bonds are secured by a specific revenue stream, such as revenue from a local sales tax measure. In order for tax revenues to be pledged to debt payments, a special revenue election is required. This requires the electorate to pledge the special revenue to repay the bonds, which requires 2/3rd voter approval. The term of the bonds is limited to the term of the revenue stream. Investors will require a debt service coverage from the sales tax revenue for security purposes.

Key considerations promulgated by the State of California for the use of revenue bonds such as Sales Tax Revenue Bonds are summarized from the "Long-Term Debt Financing Options: Understanding Best Practices" (California Debt Investment and Advisory Commission: 2013) as follows:

Basic Premise: Specific revenue stream pledged to bonds, often for a separate enterprise fund or separate agency supported by user fees

Limited Revenue Pledge: Used for sales tax or certain other revenue streams – with statutory authorization (2/3 voter approval required)

Debt service coverage: Relative to volatility of revenues; flow of funds, reserve funds and issuer liquidity (subject to tax sunset)

Credit considerations: Breadth and depth of revenue base; stability and predictability of revenues; essentiality of service, elasticity of demand; ability to raise rates as necessary; local economic factors; liquidity

Capacity constraints: Current and projected revenues and expenses; current or planned rate increases; cash flow for capital, reserves; debt service coverage cushion; other outstanding debt and parity debt limits

One benefit of Sales Tax Revenue Bonds is that the City would not need to lease a City asset, as it would with Lease Revenue Bonds.

Measure V Sales Tax considerations

After receiving voter approval, the City Council enacted a ½ cent local sales tax for a term of 20 years (2017-2037). Measure V was drafted as a general tax, which required a 50% plus 1 voter approval to pass.

In November 2016,the Measure V ballot questions stated, *"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."*

As a General Fund revenue, the City cannot pledge Measure V sales tax revenues to repay Revenue Bonds without returning to the voters for a special tax measure that will require a 2/3rd voter approval. The City does have the legal ability to use sale tax revenues to pay lease payments for LRBs , subject to the limits of the fair rental value of the essential assets it has available to lease.

Budget Considerations

In August 2018, the City Council approved a Development Agreement (DA) amendment for the Ellis properties owned by Surland Companies. The amended DA modified the City's contribution for the aquatic center to be $35M plus an additional $9M for contingency for a total potential obligation of $44M from the City. The DA reads as follows:

> *"Owner has agreed and shall facilitate completion of additional design improvements and construction of approved plans beyond Eight Million Dollars with funding provided by City in an amount equal to Thirty Five Million Dollars with a supplementary contingency amount of twenty percent of the total estimated costs of Forty Five Million Dollars (Swim Center Funding)."* **Ordinance 1253; Exhibit 1 2. Section 1. 010 (iii)**

This amount exceeds prior direction received by staff from the City Council by $14M. For consistency, the funding scenarios (as described below) assume $44M for the aquatic center. However, the City Council may provide alternative direction to staff.

Additional factors impacting financing include: (1) A more volatile bond market with interest rates trending upward; and (2) in accordance with terms of the Ellis DA with Surland and understandings about the operations of the aquatic center, the City has been advised that issuance of the bonds to fund the project should be completed on a taxable basis. Taxable bonds have a higher interest rate than tax-exempt bonds.

Electoral Considerations

Special taxes imposed for a specific purpose (special taxes) require a higher voter approval threshold (67%) than taxes imposed for general governmental purposes (general taxes) (50%). Historically, both in the City of Tracy and throughout the state, special tax measures do not have a high success rate of passing; however, successful special tax measures signal a high-level support from the community for the pledged projects. The proposals below identify two possible election dates. The earliest date to return to the voters, November 2019; would be a special City election. The November 2020 election is a presidential election, which would probably see higher voter turnout than the November 2019 election. The cost to the City of holding a special election in Novemer 2019 would probably be twice the cost of the City putting a sales tax measure on the November 2020 ballot. Under Article XIIIC of the California Constitution, a general tax may only be approved by voters on regularly scheduled election dates for members of the City Council, unless there is an emergency. The next regularly scheduled election date for the City Council is November 2020.

The funding scenarios are not materially impacted if the City wants to place the meaure on the ballot at the November 2020 election.

Financiing Scenarios for Consideration

Staff compiled six financing scenarios for City Council discussion and consideration. A summary is provided in Attachment 1. Scenarios 1, 3, and 5 represent Lease Revenue Bond financing options. Scenarios 2, 4, and 6 represent Sales Tax Revenue Bond financing options. These scenarios are generally ordered from simplest to implement to the more complex. Each scenario was developed with conservative assumptions about taxable bond interest rates and leased asset valuations (based only on City valuations for insurance purposes for the City's most essential assets and without regard to land value), in consultation with our Bond Counsel, Bond Underwriter, and Financial Advisor.

Lease Revenue Bond Scenarios

Lease Revenue Bond-Scenario 1: 2019 Lease Revenue Bonds

Estimated Bond Proceeds	**~ $44 million**
Debt Service Payments	~ $3-3.5 million until 2038
Funding Availability	2019
Key Policy Considerations	Can proceed as Measure V is written; Limited to fair rental value limitations

The estimated proceeds would generate $44M of bond proceeds (subject to fair rental value limitations) and the funding would be available in 2019. Measure V debt service

payments are estimated at $3-$3.5M annually, which is less than the assumption of 50% revenue commitment. The bond term is limited by the sunset date of Measure V, 2037.

Lease Revenue Bond-Scenario 3: 2021 Lease Revenue Bonds

Estimated Bond Proceeds	**~ $57million**
Debt Service Payments	~ $3-3.5 million until 2051
Funding Availability	2021
Key Policy Considerations	Requires voter extension of Sales Tax; Limited by fair rental value limitations

This scenario differs from Scenario 1, because it proposes to return to the voter with a request to extend the sunset date of Measure V. The City Council could choose to place a revised general tax on the November 2020 election. As a general tax, it would require 50% plus 1 voter approval. Afterwards, the City may approve Lease Revenue Bonds by legislative action (resolution) of the City Council. The estimated proceeds would generate approximately $57M (subject to fair rental value limitations) and the funding would be available in 2021. Measure V debt service payments are estimated at $3-$3.5M annually during the years 2021-2037, which is less than the assumption of 50% revenue commitment. The bond term would match the sunset of the general tax measure; assumed in this scenario to be 2051.

Lease Revenue Bond-Scenario 5: 2019 Lease Revenue Bond and 2021 Lease Revenue Bond

Estimated Bond Proceeds	**~ $59 million**
Debt Service Payments	~ $3-3.5 million until 2051
Funding Availability	$18 million in 2019; $41 million in 2021
Key Policy Considerations	First loan can proceed as Measure V is written and second loan requires voter extension of Sales Tax; Limited by fair rental value limitations

This scenario differs from Scenario 1, because it proposes to return to the voter with a request to extend the sunset date of Measure V. The City Council could choose to place a revised general tax on the November 2020 election. As a general tax, it would require 50% plus 1 voter approval. This scenario differs from Scenario 3, because it proposes to seek a smaller Lease Revenue Bond in 2019; and after the November 2020 election, it proposes that the City will seek a second Lease Revenue Bond in 2021. The estimated proceeds would generate approximately $18M in 2019 and potentially an additional $41M in 2021 (subject to fair rental value limitations). Measure V debt service payments are estimated at $3-$3.5M annually during the years 2021-2037, which is less than the assumption of 50% revenue commitment. The 2019 bond term would match the sunset of the general tax in place today, 2037. The 2021 bond term would match the sunset of

the revised general tax on the November 2020 election; assumed in this scenario to be 2051.

Revenue Bond-Scenario 2: 2020 Revenue Bonds; same sunset date

Estimated Bond Proceeds	**~ $51 million**
Debt Service Payments	~ $4.2 million until 2038
Funding Availability	2020
Key Policy Considerations	Requires 2/3rd voter approval; Assumes sunset not extended

This scenario proposes to ask the electorate to pledge Measure V sales tax to a Revenue Bond through a Special Revenue Tax. This scenario differs from Scenarios 1, 3, and 5, because the total amount borrowed is not limited to fair rental value of the leased assets. This scenario also differs from Scenarios 1, 3, and 5, because the action of pledging revenues requires a 2/3rd voter approval. The City Council may choose to place a Special Tax measure on the November 2019 election for voter consideration. It would request approval to pledge the revenues to bond payments. The estimated proceeds would generate approximately $51M and the funding would be available in 2020. Measure V debt service payments are estimated at $4.25M annually, which is consistent with the assumption of 50% revenue commitment. The bond term is limited to the current sunset of Measure V, 2037.

Revenue Bond-Scenario 4: 2020 Revenue Bonds; extended sunset

Estimated Bond Proceeds	**~ $68 million**
Debt Service Payments	~ $4.2 million until 2051
Funding Availability	2020
Key Policy Considerations	Requires 2/3rd voter approval; Assumes sunset extended

This scenario differs from Scenario 2, because this scenario proposes to ask the electorate to pledge the Special Revenue Tax for debt financing (bonds) as well as an extension of time for sunset of the Sales Tax. The City Council may choose to place both actions on the November 2019 election for voter consideration, which will require 2/3rd voter approval. The estimated proceeds would generate approximately $68M and the funding would be available in 2020. Measure V debt service payments are estimated at $4.25M annually, which is consistent with the assumption of 50% revenue commitment. The 2020 bond term would match the sunset of the special revenue tax on the November 2019 election; assumed in this scenario to be 2050.

Revenue Bond-Scenario 6: 2019 Lease Revenue Bond and 2020 Revenue Bonds; extended sunset

Estimated Bond Proceeds	**~ $68.5 million**
Debt Service Payments	~ $4.2 million until 2050
Funding Availability	2020
Key Policy Considerations	Requires 2/3rd voter approval; Assumes sunset extended

This scenario differs from Scenario 2 and 4, because it assumes two different debt issuances. Like Scenario 5 it proposes to issue a small Lease Revenue Financing in 2019 to expedite the funding for construction. It also proposes to proceed with the Special Election in November 2019 for the 2/3rd voter approval; including the extension of the Sales Tax Measure. The estimated proceeds would generate $18M in 2019 (subject to fair rental value limitations) and potentially an additional $50.5M from a Revenue Bond in 2020. Measure V debt service payments are estimated at $4.25M annually, which is the assumption of 50% revenue commitment. The 2020 bond term would match the sunset of the revised general tax on the November 2019 election; assumed in this scenario to be 2050.

STRATEGIC PLAN

This agenda item addresses Goal 2 of the Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship.

FISCAL IMPACT

Staff will return to the City Council with potential fiscal impacts based upon City Council policy direction. Please see Attachment A for summary evaluation of debt options.

In each scenario listed, the total bond proceeds do not generate sufficient proceeds previously assumed of $80M ($30M for the aquatic center, $40M for the multi-generational center, and $10M for Legacy Fields). However, by the end of FY 2019, the City will have collected sufficient revenues to fund the $10M assigned to Legacy Fields without the need to use debt financing. Scenario 6 could potentially generate sufficient proceeds to fund the prior City Council direction for the aquatic center and multi-generational center; however, the Ellis DA agreement includes a budget of $44M for the aquatic center, or $14M higher than prior assumptions.

The Lease Revenue Bonds scenarios may be approved by legislative (City Council) action for approval; but the bond sizing is limited to the fair rental value and sunset of the general tax.

The Tax Revenue Bonds require 2/3rd electorate (voter) approval to pledge the bonds, the bond sizing is limited to the pledge of revenue approved by the voters, and the sunset of the tax pledged.

The funding scenarios are presented with the earliest dates for returning to the voters when required. However, it should be noted that the cost estimate of a Special Election in November 2019 is $350,000; or twice as much as the November 2020 general election, which is included in the City Clerk's budget. The proceeds expected to be generated by each funding scenario are not expected to alter materially between 2020 bonds and 2021 bonds should the City Council desire to place the items before the voters in November 2020.

RECOMMENDATION

Staff recommends the Council evaluate all provided information and provide staff with further direction.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Leticia Ramirez, Assistant City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENT

A – Summary of Funding Scenarios
B – Measure V Revenue/Committed Funds Report

ATTACHMENT A

Scenario Description	**Scenario 1 (LRB)** **2019 Lease Revenue Bonds** (Current Voter Authority)	**Scenario 2 (RB)** **2020 Sales Tax Revenue Bonds** (2019 Election to pledge sales tax to bonds)	**Scenario 3 (LRB)** **2021 Lease Revenue Bonds** (2020 Election to extend sales tax term to 30 years)	**Scenario 4 (RB)** **2020 Sales Tax Revenue Bonds** (2019 Election to pledge sales tax to bonds and extend sales tax term to 30 years)	**Scenario 5 (LRB)** **2019 Lease Revenue Bonds** (Current Voter Authority) **2021 Lease Revenue Bonds** (2020 Election to extend sales tax term to 30 years)	**Scenario 6 (hybrid)** **2019 Lease Revenue Bonds** (Current Voter Authority) **2020 Sales Tax Revenue Bonds** (2019 Election to pledge & extend sales taxes)
2019 Bond Funds **2020 Bond Funds** **2021 Bond Funds**	$40,281,000 -- --	-- $52,163,000 --	-- -- $57,058,000	-- $ 68,755,000 --	$18,440,000 -- $41,007,000	$18,440,000 $50,315,000 --
Total Bond Funds	**$40,281,000**	**$52,163,000**	**$57,058,000**	**$68,755,000**	**$59,447,000**	**$68,755,000**
Available Pay-Go Sales Tax Revenues						
Leased Assets Required	Yes Bond size limited by Fair Rental Value	No Bond size limited by Sales Tax Revenues	Yes Bond size limited by Fair Rental Value	No Bond size limited by Sales Tax Revenues	Yes Bond size limited by Fair Rental Value	Yes in 2019; No in 2020 if 2019 Election is successful
Voter Approval Requirement; limitation	No	Yes – 2/3rd's Reqt	Yes –50%+1 Reqt	Yes – 2/3rd's Reqt	Series 2019 -- No Series 2021 – 50%+1 Reqt	Series 2019 -- No Series 2020 – 2/3rd's Reqt
Funds available	2019	2020	2021	2020	~30% 2019 ~70% 2021	~30% 2019 ~70% 2020
Final Maturity	2038	2038	2051	2050	Series 2019 – 2038 Series 2021 - 2051	Series 2019 – 2038 Series 2020 - 2050
Annual Debt Service	Sales Tax share is approx. $3.3M (Max Debt Service = $4.9M)	Sales Tax share is approx. $4.3M (Max Debt Service = $6.0M)	Sales Tax share is approx. $3.3M thru 2038 & $4.3M thru 2051 (Max Debt Service = $4.9M)	Sales Tax share is approx. $4.3M thru 2051 (Max Debt Service = $6.0M)	Sales Tax share is approx. $4.3M thru 2050 assuming 2020 election is successful (Max Debt Service = $6.0M)	Sales Tax share is approx. $4.3M thru 2050 assuming 2020 election is successful (Max Debt Service = $6.0M)
Pros	• No further voter approval required • Shorter term bonds means less sales tax needed to fund debt service • Sufficient funds to meet Ellis DA obligation	• Can leverage more sales tax revenues than Scenario 1 • Sufficient funds for Ellis DA obligation plus some funds for another project • Not encumbering City assets	• Lower voter approval threshold • Can leverage more sales tax revenues & raise more bond funds	• Maximizes financing capacity • Not encumbering City assets	• Allows for some bonds to be issued now • Lower voter approval threshold • Can leverage more sales tax revenues & raise more bond funds	• Allows for some bonds to be issued now • Maximizes financing capacity
Cons	• Cannot maximize borrowing capacity from sales tax revenues • Need to encumber all essential City assets in lease financing (cannot leverage for future City financing needs)	• Special election costly; very difficult to get 2/3rd's voter approval	• Need to wait until 2021 to issue bonds • Cannot maximize borrowing capacity from sales tax revenues in the first 15 years • Need to encumber all essential City assets in lease financing (cannot leverage for future City financing needs) • Still requires voter approval	• Special election costly; very difficult to get 2/3rd's voter approval	• Need to wait until 2021 to issue all bonds • Cannot maximize borrowing capacity from sales tax revenues in the first 15 years • Need to encumber all essential City assets in lease financing (cannot leverage for future City financing needs) • Still requires voter approval	• Special election costly; very difficult to get 2/3rd's voter approval • Still need to encumber a significant number of essential City assets in lease financing (cannot then be leveraged for future City financing needs)

MEASURE V REVENUE

	Actuals - Q1 2019			Forecast	Total	Total Estimate		
	This quarter	Year to date	Cumulative *	(Q1 2019 to FY 2037)	Projected	This Period	Prior Period	Change +/-
Total Revenue	$ 2,831,513	$ 2,831,513	$ 13,765,148	$ 183,767,436	$ 197,532,584	$ 197,532,584	$ 188,455,654	$ 9,076,930

COMMITTED MEASURE V FUNDS

	Actuals - Q2 2019			Forecast	Total	Total Budget				
Amenities & Programs	This quarter	Year to date	Cumulative *	(Q3 2019 to FY 2037)	Projected	This Period	Prior Period	Change +/-	Council Mtg	Resolution
Senior Center	**$ 739,395**	**$ 739,395**	**$ 854,886**	**$ 95,114**	**$ 950,000**	**$ 950,000**	**$ 950,000**	**$ -**		
Senior Center Upgrade (71093/ 78155)	$ 389,395	$ 389,395	$ 504,886	$ 95,114	$ 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	$ 350,000	$ 350,000	$ -	7/17/2018	2018-141
Legacy Fields	**$ 801,356**	**$ 801,356**	**$ 4,000,212**	**$ 6,061,856**	**$ 10,062,068**	**$ 10,062,068**	**$ 10,062,068**	**$ -**		
Legacy Fields 1D Planning (78164)	$ 317,939	$ 317,939	$ 338,144	$ 1,161,856	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ -	3/6/2018	2018-043
Legacy Fields 1C (78163)	$ 483,417	$ 483,417	$ 3,662,068	$ -	$ 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	**$ 532,982**	**$ 532,982**	**$ 532,982**	**$ 29,467,018**	**$ 30,000,000**	**$ 30,000,000**	**$ 30,000,000**	**$ -**		
Aquatic Center (78054)	$ 532,982	$ 532,982	$ 532,982	$ 467,018	$ 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	$ -		
Multigenerational Facility	**$ 31,236**	**$ 31,236**	**$ 141,292**	**$ 39,858,708**	**$ 40,000,000**	**$ 40,000,000**	**$ 40,000,000**	**$ -**		
Multigenerational Facility Planning (78178)	$ 31,236	$ 31,236	$ 141,292	$ 3,858,708	$ 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	2018-043
Other	**$ 57,037**	**$ 57,037**	**$ 73,208**	**$ 2,988,032**	**$ 3,061,240**	**$ 3,061,240**	**$ 3,061,240**	**$ -**		
1.0 Parks Planning Development Manager (20 Years)	$ 57,037	$ 57,037	$ 73,208	$ 2,988,032	$ 3,061,240	$ 3,061,240	$ 3,061,240	$ -	3/6/2018	2018-043
Total Use of Funds	$ 2,162,006	$ 2,162,006	$ 5,602,580	$ 78,470,728	$ 84,073,308	$ 84,073,308	$ 84,073,308	$ -		

MEASURE V - AVAILABLE FUTURE COMMITMENT

	Total Estimate		
	This Period	Prior Period	Change +/-
Total Available Future Commitment	$ 113,459,276	$ 104,382,346	$ 9,076,930

*** Since start date of Measure V**

March 5, 2019

AGENDA ITEM 3.C

REQUEST

RECEIVE UPDATE ON THE TRACY GATEWAY SPECIFIC PLAN PROJECT AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

The purpose of this agenda item is for Council to receive an update on the status of the Tracy Gateway Specific Plan project and provide direction to staff regarding various issues such as land use considerations and reimbursement alternatives.

DISCUSSION

The 538-acre Tracy Gateway project area, annexed to the City in 2002, is located southwest of the intersection of Eleventh Street and Lammers Road (Attachment A). Its Concept Development Plan, also approved by the Tracy City Council in 2002, includes a business park with up to 5.8 million square feet of office buildings, research and development facilities, retail, a hotel, and other commercial uses around a nine-hole golf course. The project includes a Development Agreement (DA) between the property owners (or their successors) and the City of Tracy. Part of the DA's requirements include the up-front construction of the golf course, a full-service hotel, a 200,000 square foot class A office building, an athletic club, and a disproportionately high share of the infrastructure to be constructed within the first phase of development. However, the DA will expire on July 23, 2019.

Since 2002, a final map affecting a portion of the area was approved, some subsurface utilities were installed, and a small segment of roads was built on the west side of the site (although improvements have not yet been accepted by the City). Nevertheless, development stalled, property ownership changed, and no applications for private development were initiated. Lack of progress at the Project has contributed to a sense on behalf of the property owners that the plan is out of step with current market conditions and has unrealistic requirements in the DA.

In response to the inactivity, in 2018 the City Council awarded a contract to Kimley-Horn Associates (KHA) to help property owners and the City re-evaluate the land use assumptions of the project and to develop a new Specific Plan for the property. The process began with a market analysis, which prepared market projections for an overall land use mix within the Tracy Gateway area. The market analysis concluded that approximately 130 acres is a more reasonable forecast for non-residential development in Tracy Gateway over the next ten years – The analysis also supported a mix of uses, including various forms of residential.

Following completion of the market analysis, KHA met individually with the eight primary Tracy Gateway property owners, evaluated infrastructure solutions, conducted three property owner meetings with City staff, developed administrative draft Specific Plan introductory chapters, developed draft land use and circulation plan alternatives, and created a draft land use plan preferred by the property owners. The property owners'

preferred land use plan is a departure from the original plan, in that it includes residentially zoned property, as identified in the following table:

ACREAGE COMPARISON BETWEEN 2002 TRACY GATEWAY PLAN AND CURRENT PROPERTY OWNER PREFERRED PLAN		
	2002 TRACY GATEWAY PLAN	PROPERTY OWNERS' PREFERRED LAND USE PLAN
COMMERCIAL / OFFICE / R&D	455	
MIXED USE / COMMERCIAL		131
INSTITUTIONAL / OFFICE		119
OPEN SPACE / GOLF COURSE	83	
RESIDENTIAL		284

Development of a new Specific Plan for this location has been driven by a number of objectives, such as the following: develop a land use plan that is reasonably responsive to the market, relieve obligations of the existing DA, coordinate with Sutter Health's purchase of 35 acres and plans to develop a regional medical facility, create connectivity between Cordes Ranch (to the west) and the existing City neighborhoods, re-evaluate public utility solutions in response to updated City infrastructure master plans (since 2002), and integrate nearby land use changes (since 2002) such as Cordes Ranch (annexed in 2014) and the proposed I-205/Lammers Road interchange.

Adoption of a new Specific Plan or changes to the Tracy Gateway plan will entail amendment(s) to the City's General Plan Land Use Designations Map and possibly other Elements of the General Plan. If residential development becomes a permitted use, for example, one such area of amendment may be the Secondary Residential Growth Areas of the Land Use Element. The Land Use Element establishes policies for the allocation of Residential Growth Allotments (RGAs) under the Growth Management Ordinance (GMO). Currently, Tracy Hills, Ellis, and the Primary Residential Growth Areas have first access to the majority of the limited number of RGAs each year. If some level of residential development is allowed within Tracy Gateway, the City Council will decide how such projects sequence get in line behind these other residential development areas, or proceed concurrently or after with them; provided, however, that such development does not conflict with Development Agreements for Ellis or Tracy Hills.

Another matter for City Council consideration is reimbursement of the costs the City incurred to begin this Specific Plan effort. In fiscal year 2017-18, the City budgeted $500,000 to initiate this Specific Plan effort and entered into a contract with KHA. The

property owners understand the City's expectation that they will reimburse the City for this initial consultant work. Among the options for property owner reimbursement of the $500,000 are the following:

- City collection of reimbursement prior to adoption of a Specific Plan or other discretionary (General Plan or zoning) update (near-term reimbursement);
- City collection of reimbursement prior to first discretionary approval after Specific Plan adoption (Development Review permit, subdivision map, rezoning, etc.) (medium-term reimbursement);
- City collection of reimbursement prior to each building permit within the Tracy Gateway area (long-term reimbursement).

Tonight's verbal report will include a presentation from KHA highlighting the significant milestones achieved to date, presenting the property owners' preferred land use plan, describing the next steps in the development of the Specific Plan, and receiving input from the City Council regarding direction for this Specific Plan development.

The initial schedule for development of a new Specific Plan, proposed by KHA in the spring of 2018, was particularly aggressive and included the assumption that a preferred land use plan would have been concluded prior to this time, thereby allowing work on the Environmental Impact Report (EIR) to be underway already. Based on a variety of factors, including the postponement of one of the property owners' meetings due to scheduling conflicts, a draft owner-preferred land use plan will be presented tonight. If a well-defined project description, including preferred land use plan, is completed within the next month, a more current projection is that an EIR could be published in the second half of 2019.

STRATEGIC PLAN

This project is related to the City Council's Economic Development Strategy purpose (to enhance the competitiveness of the City while further developing a strong and diverse economic base); and Objective 4 of Goal 1: enhance the development process for predictability and transparency.

FISCAL IMPACT

Kimley-Horn Associates' work is financed through a Professional Services Agreement approved by the City Council on May 1, 2018, Resolution No. 2018-081 for a not-to-exceed amount of $500,000.

RECOMMENDATION

Staff recommends that the City Council receive the Tracy Gateway Specific Plan update and provide direction to staff as desired.

Prepared by: Alan Bell, Senior Planner
Bill Dean, Assistant Development Services Director

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

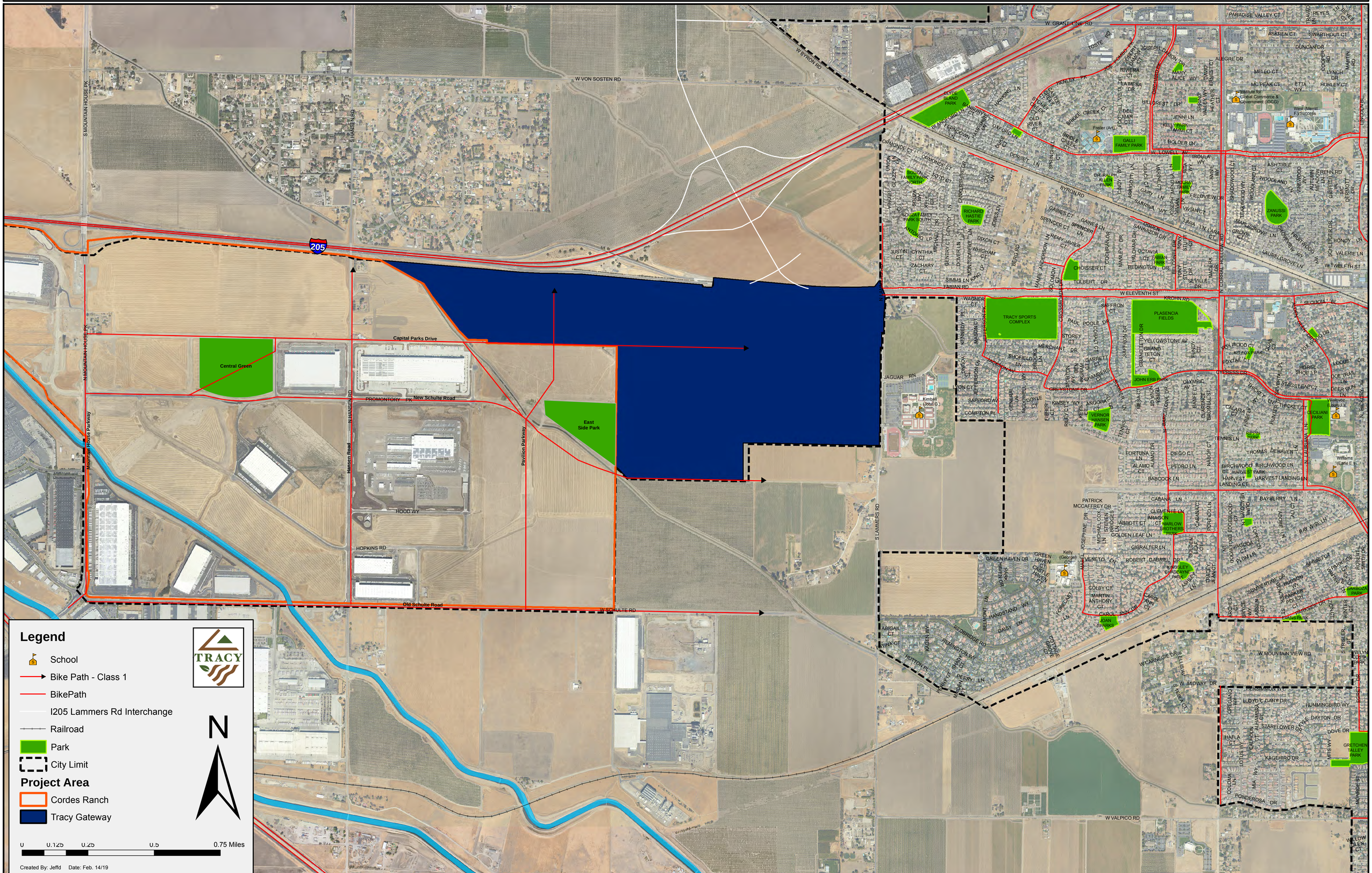
Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Tracy Gateway Project Area

TRACY GATEWAY PROJECT AREA

Attachment A



March 5, 2019

AGENDA ITEM 6.A

REQUEST

APPOINT APPLICANTS TO THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

There is currently one vacancy and two upcoming term expirations on the Measure V Residents' Oversight Committee. A recruitment was conducted and appointments need to be made.

DISCUSSION

There is currently one vacancy on the Measure V Residents' Oversight Committee, and effective March 1, 2019 terms for two committee members will expire. To fill the vacancies, the City Clerk's office conducted a recruitment from December 27, 2018, to January 17, 2019, during which no applications were received. As stated in Resolution No. 2004-152, in the event there are not two or more applicants than the amount of vacancies, the filing deadline will be extended. The recruitment was extended beginning on January 18, 2019, and ending on February 12, 2019. The City Clerk's office received four applications during the extended recruitment period.

On February 20, 2019, a Council subcommittee consisting of Mayor Pro Tem Young and Council Member Arriola interviewed the four applicants. In accordance with Resolution No. 2004-152, the Council subcommittee will recommend two applicants for appointment to serve three year terms, which will begin on March 1, 2019, and end on February 28, 2022, and one applicant to fill the remainder of a vacated term, which will begin on March 6, 2019, and end on February 28, 2020.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council approve the subcommittee's recommendation and appoint Allan Borwick and Abdul Wahid to the Measure V Residents' Oversight Committee to serve three year terms beginning on March 1, 2019 and ending on February 28, 2022, and appoint Ameni Alexander to fill the remainder of a vacated term, which will begin on March 6, 2019, and end on February 29, 2020.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager