

Tuesday, February 18, 2020, 7:00 P.M.

City Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

Full copies of the agenda are available 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. Presentations
2. Certificate of Recognition – Parks and Community Services Commission
3. Certificates of Appointment – Parks and Community Services Commission

1. CONSENT CALENDAR

- 1.A. APPROVAL OF FEBRUARY 4, 2020 CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES
- 1.B. ACCEPT THE CONSTRUCTION OF THE 10TH STREET AND CENTRAL AVENUE DOWNTOWN FESTIVAL LIGHTS PROJECT (CIP 71106), COMPLETED BY CROSSPOINT GENERAL ENGINEERING, OF PALO CEDRO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT
- 1.C. ACCEPT THE TRACY MUNICIPAL AIRPORT RECONSTRUCTION OF TEE HANGAR TAXILANES PROJECT – CIP 77580, AIP NO. 3-06-0259-19, COMPLETED BY TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE COUNTY, AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT
- 1.D. APPROVE A GENERAL SERVICES AGREEMENT WITH DIVERSIFIED OF PLEASANTON, CALIFORNIA FOR EQUIPMENT AND INSTALLATION OF AUDIO AND VIDEO SYSTEMS UPGRADES FOR CITY COUNCIL CHAMBER CIP 71089, WITH A NOT TO EXCEED BUDGET OF \$688,752, AUTHORIZE AN APPROPRIATION OF \$105,317 FROM THE CHANNEL 26 FUND (F295), AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$89,837, IF NEEDED
- 1.E. ACCEPT IMPROVEMENTS FOR CORDES RANCH TWO MILLION GALLON WATER TANK, 6.48 MILLION GALLON PER DAY WATER BOOSTER PUMP STATION, PRESSURE REDUCING VALVE, AND THE WATER TANK SITE IMPROVEMENTS; ASSUME RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR; APPROVE A LANDSCAPE MAINTENANCE AGREEMENT; AUTHORIZE THE CITY ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS; AND AUTHORIZE THE CITY CLERK TO FILE NOTICE OF COMPLETION
- 1.F. ADOPT A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS REQUIRED BY THE POLITICAL REFORM ACT

- 1.G. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ON-CALL ENVIRONMENTAL ANALYSIS (CEQA) SERVICES AND PLANNING ASSISTANCE FOR VARIOUS PROJECTS BEGINNING IN JANUARY 2020 THROUGH JUNE 2024, WITH A NOT-TO-EXCEED AMOUNT OF \$500,000 PER FISCAL YEAR
- 1.H. APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH INTERWEST CONSULTING GROUP OF MODESTO, CALIFORNIA AND WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. OF PLEASANT HILL, CALIFORNIA, TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR MULTIPLE CAPITAL IMPROVEMENT PROJECTS SERVICES FOR A PERIOD OF FOUR YEARS (FEBRUARY 2020 TO MARCH 31, 2024) FOR A NOT-TO-EXCEED ACCUMULATIVE AMOUNT OF \$800,000 PER CONSULTANT
- 1.I. APPROVE THE NEW GROUND LEASE AGREEMENT WITH CORRESPONDING INCREASES IN GROUND LEASE RENTAL RATES AS STATED IN THE NEW AGREEMENT AND THE ADDITION OF AN ELECTRIC SURCHARGE FOR PRIVATELY-OWNED HANGARS AT TRACY MUNICIPAL AIRPORT EFFECTIVE APRIL 1, 2020
- 1.J. ACCEPT OFFSITE IMPROVEMENTS FOR THE CORDES RANCH PHASE 1A OFFSITE WATERLINE IMPROVEMENTS ON OLD SCHULTE ROAD, HANSEN ROAD, AND ROAD "E"; ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR; APPROVE THE ACCESS AND MAINTENANCE EASEMENT AGREEMENTS; AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS
- 1.K. APPROVE THE CITY CO-SPONSORING TRACY EARTH DAY ON APRIL 25, 2020 AND ON APRIL 24, 2021 WITH TRACY EARTH PROJECT INC.
- 1.L. AUTHORIZE STAFF TO SUBMIT CURRENT AND FUTURE APPLICATIONS FOR "INFRASTRUCTURE FOR REBUILDING AMERICA," A COMPETITIVE GRANT PROGRAM FOR THE CENTRAL VALLEY GATEWAY PROJECT, FUNDED BY REGIONAL AND CITY FUNDS, DEVELOPER FEES AND TRADE CORRIDOR INITIATIVES, AUTHORIZE STAFF TO SUBMIT SAID APPLICATIONS FOR PROJECTS THAT ARE CONSISTENT WITH THE CITY'S TRANSPORTATION MASTER PLAN, AND FURTHER AUTHORIZE THE CITY MANAGER TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND AGREEMENTS
- 1.M. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., WITH A NOT TO EXCEED AMOUNT OF \$55,828 FOR COMPLETION OF A WASTEWATER REVENUE AND RATE ANALYSIS STUDY; AND APPROPRIATE THE FUNDS FROM RESERVES FOR THIS AGREEMENT
- 1.N. APPROVE RESPONSE TO THE SAN JOAQUIN COUNTY GRAND JURY FINAL REPORT 2018-2019 REGARDING COLD CASES
- 1.O. ADOPT A RESOLUTION UPDATING THE MASTER SALARY SCHEDULE AND AMENDING THE CITY'S POSITION CONTROL ROSTER

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. RECEIVE THE ANNUAL REPORT OF THE PARKS AND COMMUNITY SERVICES COMMISSION
- 3.B. ACCEPT THE CITY OF TRACY POLICE DEPARTMENT'S ANNUAL REPORT FOR 2019
- 3.C. INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS
- 3.D. APPROVE AND ADOPT THE 2020 UPDATE OF CITY OF TRACY ENGINEERING DESIGN STANDARDS, STANDARD SPECIFICATIONS, AND STANDARD PLANS FOR STREETS, UTILITIES, PARKS AND STREETSCAPES, AND RESCIND PREVIOUS RESOLUTION NO. 2008-255 PERTAINING TO THESE STANDARDS
- 3.E. ADOPT A RESOLUTION AMENDING THE GENERAL FUND BUDGET AND CAPITAL IMPROVEMENT PROJECTS (CIP) FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AS PROPOSED; AND PROVIDE DIRECTION REGARDING THE ANTICIPATED FISCAL YEAR 2020-2021 BUDGET
- 3.F. UPDATE AND DISCUSSION REGARDING WARMING CENTER AND SAFE PARKING PROGRAM ON CITY-OWNED PROPERTY AND PROVIDE FURTHER DIRECTION TO STAFF
- 3.G. DISCUSS UPCOMING CITY COUNCIL TRAVEL TO WASHINGTON D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) ONE VOICE TRIP; TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY (PRE-ONE VOICE); TRAVEL TO SACRAMENTO FOR STATE LOBBYING EFFORTS; AND APPROVE PRE-ONE VOICE TRIP TRAVEL
- 3.H. APPROVE THE CITY OF TRACY 2020 REGIONAL TRANSPORTATION AND LOCAL PROJECT PRIORITY SUBMITTAL FOR CONGRESSIONAL APPROPRIATION REQUESTS DURING SAN JOAQUIN COUNCIL OF GOVERNMENTS' ONE VOICE TRIP TO WASHINGTON D.C.
- 3.I. APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO FILL AN UPCOMING VACANCY ON THE PLANNING COMMISSION

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 4, 2020, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:01 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Member Ransom, Mayor Pro Tem Young, and Mayor Rickman present. Council Members Arriola and Vargas absent.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION
 - a. Real Property Negotiations (Gov. Code § 54956.8)

Property Location:	APN: 246-130-05, Northeast End of (Proposed) Mission Court, Tracy, CA.
Negotiators for the City:	Zabih Zaca, Senior Civil Engineer Todd Amspoker, Price, Postel & Parma LLP
Negotiating Parties:	Stanley & Geurtje J. Boersma Wahid & Julie Tadros
Under Negotiation:	Price and terms of payment for the purchase of the property
 - b. Real Property Negotiations (Gov. Code § 54956.8)

Property Location:	APN: 240-090-02, 12501 W. Valpico Road, Tracy, CA.
Negotiators for the City:	Zabih Zaca, Senior Civil Engineer Todd Amspoker, Price, Postel & Parma LLP
Negotiating Parties:	Bradley D. O'Connor, General Partner of O'Connor Properties
Under Negotiation:	Price and terms of payment for the purchase of the property
5. RECESS TO CLOSED SESSION - Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to recess the meeting to closed session at 5:01 p.m. Roll call vote found Council Member Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Arriola and Council Member Vargas absent.

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

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:31 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Time: 5:31 p.m.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

The agenda was posted at City Hall on January 30, 2020. The above are action minutes.

Mayor

ATTEST:

City Clerk

February 4, 2020, 5:30 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. The meeting was called to order at 5:33 p.m.
2. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young, and Mayor Rickman present. Council Member Vargas absent.
3. ITEMS FROM THE AUDIENCE – None
4. ESTABLISH PUBLIC APPOINTMENT PROTOCOLS FOR THE SELECTION OF PARKS AND COMMUNITY SERVICES COMMISSIONERS, INTERVIEW APPLICANTS AND MAKE APPOINTMENTS

Adrianne Richardson, City Clerk provided the staff report.

Jacy Krogh encouraged the Council not to take action without a full Council, and shared his concerns regarding the appointment process.

Joe Taylor spoke about the appointment process being political, a full Council should be present to take action, and the rules need to be revamped.

Mary Mitracos shared her concerns regarding the requirement for two applications to be received in excess of the number of vacancies, before interviews can occur.

City Council responded to the public's comments.

City Council selected questions 1, 5, 7, and 8 from the suggested questions list and allowed a two minute response per question, and a one minute closing statement per applicant. City Council interviewed the applicants alphabetically: Linda Jimenez, Jacy Krogh, Conrad Levoit, Rajdeep Singh and Joe Taylor. Applicants were sequestered to Room 109, until they were called to be interviewed. Linda Jimenez submitted additional information for City Council to the Clerk.

Council Member Vargas arrived at 6:17 p.m.

After the interviews were completed, City Council announced their selection.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to appoint Linda Jimenez, Jacy Krogh and Rajdeep Singh to the Parks and Community Services Commission, and add Conrad Levoit as the first person on the eligibility list.

Council Member Arriola made a friendly amendment to Council Member Ransom's motion to add Joe Taylor as second on the eligibility list. Council Member Ransom accepted the amendment. Roll call found all in favor; passed and so ordered.

5. ADJOURNMENT: Time: 7:06 p.m.

The above agenda was posted at the Tracy City Hall on January 30, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

February 4, 2020, 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 7:17 p.m.

Cub Scout Pack #525 led the Pledge of Allegiance.

Imaam Sheik Basem, Tracy Islamic Center offered the invocation.

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

Jenny Haruyama, City Manager welcomed new Police Chief Sekou Millington. Mayor Rickman swore-in Police Chief Sekou Millington.

Sekou Millington, Police Chief swore-in Police Officer Richard Huynh.

Sekou Millington, Police Chief presented Life Saving Awards to Officer Travis Alexander, Officer Chuck Baker, and Marc Guite.

Mayor Rickman presented Certificates of Appointment to new Tracy Arts Commissioners Margarita Anderson and Cynthia Reis, and reappointed commissioners Maxine Lees and Jill Taylor.

Jenny Haruyama, City Manager presented Employee of the Month Award for February 2020 to Chris Landreth, Development Services.

1. CONSENT CALENDAR – 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 APPROVAL OF JANUARY 21, 2020, CLOSED SESSION AND REGULAR MEETING MINUTES, AND JANUARY 27, 2020, CLOSED SESSION MINUTES - Minutes were approved.
 - 1.B APPROVE PERMITS FOR THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY STREETS FOR THE FOLLOWING SPECIAL EVENTS: TRACY CITY CENTER ASSOCIATION'S TAPS ON TENTH ON APRIL 4, 2020; CITY OF TRACY'S DOWNTOWN BLOCK PARTIES ON MAY 1, MAY 29, JUNE 12, JULY 10, AND AUGUST 7, 2020; TRACY CHAMBER OF COMMERCE'S 4TH OF JULY DAY IN THE PARK ON JULY 4, 2020; TRACY CITY CENTER ASSOCIATION'S DOWNTOWN TRACY WINE STROLL ON SEPTEMBER 19, 2020; TRACY CHAMBER OF COMMERCE'S TRACY'S ONE WORLD FESTIVAL ON SATURDAY, SEPTEMBER 26, AND SUNDAY, SEPTEMBER 27, 2020; CITY OF TRACY'S BLUES, BREWS & BBQ ON OCTOBER 3, 2020; AND CITY OF TRACY'S GIRLS' NIGHT OUT-WITCHES AND BROOMSTICKS ON

OCTOBER 23, 2020 – **Resolution 2020-010** approved the permits for consumption of alcoholic beverages.

- 1.C AWARD A CONSTRUCTION CONTRACT TO KNIFE RIVER CONSTRUCTION OF STOCKTON, CALIFORNIA, IN THE AMOUNT OF \$846,419 FOR THE STREET OVERLAY AND SLURRY SEAL PROJECT 2018-2019 (PHASE 2) CIP 73166 AND 78182, WITH A NOT-TO-EXCEED BUDGET OF \$978,380, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$84,860, IF NEEDED – **Resolution 2020-011** awarded the contract to Knife River Construction.
 - 1.D APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND TRACY CHAMBER OF COMMERCE – **Resolution 2020-012** approved the Memorandum of Understanding with the Tracy Chamber of Commerce.
 - 1.E APPROVE PUBLIC OFFICIAL BOND AMOUNTS FOR THE CITY MANAGER, ASSISTANT CITY MANAGERS, FINANCE DIRECTOR, CITY TREASURER, AND CITY CLERK AND APPROVE GOVERNMENT CRIME POLICIES IN LIEU OF BONDS IN ACCORDANCE WITH STATE LAW AND THE TRACY MUNICIPAL CODE - **Resolution 2020-013** approved the bond amounts.
 - 1.F AWARD A CONSTRUCTION CONTRACT TO G & G BUILDERS, INC. OF LIVERMORE, CALIFORNIA, IN THE AMOUNT OF \$389,777 FOR THE CONSTRUCTION OF SULLIVAN PARK AND LESTER HUCK PARK RENOVATION PROJECT – CIP 78149, WITH A NOT-TO-EXCEED BUDGET AMOUNT OF \$472,733; AUTHORIZE AN APPROPRIATION OF \$25,000 FROM THE LANDSCAPE MAINTENANCE DISTRICT (LMD) FUND (F271); AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$58,467, IF NEEDED – **Resolution 2020-014** awarded the contract to G & G Builders, Inc. and appropriation of funds.
 - 1.G AWARD A CONSTRUCTION CONTRACT TO COMMUNITY PLAYGROUND, INC. OF VALLEJO, CALIFORNIA, IN THE AMOUNT OF \$252,291 FOR THE CONSTRUCTION OF THE WILLIAM LARSEN PARK RENOVATION PROJECT – CIP 78157, WITH A NOT-TO-EXCEED BUDGET OF \$307,750; AUTHORIZE A TRANSFER OF \$77,750 FROM CIP 78177 (F301) TO THIS PROJECT; AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$37,844, IF NEEDED – **Resolution 2020-015** awarded the contract to Community Playground, Inc.
2. ITEMS FROM THE AUDIENCE – Robert Tanner expressed his concerns about a 60% pay increase for future Council that was approved by City Council at the January 21, 2020 Council meeting. Mr. Tanner stated the compensation for commissioners has not been increased.

Melinda Ramirez requested that agenda item 3.F be brought forward.

Wayne Templeton seconded the request for item 3.F to be moved to the first item on the regular agenda.

Conrad Levoit thanked City Council for being able to participate in the Parks and Community Services Commission applicant process, congratulated the new appointees, and stated there is an error on the website for Park Facilities for MacDonald Park. There is now a water feature at MacDonald Park.

3. REGULAR AGENDA

Council Member Vargas suggested moving 3.F before 3.E.

3.A RECEIVE THE ANNUAL REPORT ON SENIOR SERVICES

Jolene Jauregui-Correll, Recreation Services Supervisor provided the staff report.

Clara Stiles, Vice President of Tracy Senior Association and member of Golden Agers thanked staff for attending their meetings, providing updates and relaying their feedback.

Mary McGill, President of Tracy Golden Agers also thanked staff for the help with the association.

City Council comments followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to accept the Senior Services Annual Report. Roll call found all in favor; passed and so ordered.

3.B RECEIVE THE ANNUAL REPORT OF THE YOUTH ADVISORY COMMISSION

Amanda Jensen, Recreation Coordinator announced that members of the Youth Advisory Commission will be presenting the 2019-2020 Annual Report.

Youth Advisory Commissioners Dalton Young, Philip Ha, Hannah Green and Laasya Gadamsetti presented the Youth Advisory Annual Report.

No one from the public wished to speak.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to accept the Youth Advisory Commission Annual Report. Roll call found all in favor; passed and so ordered.

3.C RECEIVE THE ANNUAL REPORT OF THE TRANSPORTATION ADVISORY COMMISSION

Ed Lovell, Management Analyst introduced Alvin Vaughn from the Transportation Advisory Commission who provided the presentation.

Tim Silva thanked City Council, staff, and the public for their support of the Transportation Advisory Commission.

Alice English thanked staff, and praised the Transportation Advisory Commission.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to accept the Transportation Advisory Commission Annual Report. Roll call found all in favor; passed and so ordered.

DEVIATION

3.F DISCUSS AND PROVIDE DIRECTION ON THE ADOPTION OF EMERGENCY MEASURES REGARDING HEALTH AND SAFETY CONCERNS RELATED TO HOMELESSNESS

Midori Lichtwardt, Assistant City Manager provided a brief staff report and handed it over to Council Member Ransom and Council Member Arriola, (Council Homelessness Ad Hoc Subcommittee members) to continue the staff report.

Council Member Arriola proposed two temporary measures until City Council votes on the strategic plan on March 17, 2020.

- o Safe parking space, defined as overnight parking on designated public land, and there to be no fines in that designated area.
- o Provide a warming center in a temporary area until voting on strategic plan. Suggested a Request for Proposal (RFP) to support a local warming center. Requirements would be a facility for overnight stay, heating and restrooms.

Council Member Ransom spoke about an RFP to find someone to bring in the warming center and provide connections to medical services and resources. Council Member Ransom stated the subcommittee is asking staff to put together something with the warming center and parking. Temporary measures with specific guidelines, protocols for hygiene and safety.

Wayne Templeton stated that homelessness does not have only one face, and commended the Council subcommittee's proposal. Mr. Templeton asked that Council appoint a specific staff person to work with the community. Mr. Templeton submitted a handout to the City Clerk.

Tiffany Heben stated she is glad Council is looking at doing something and hoped they vote to support the proposal in order to provide assistance to the people in need.

Barbara Pombo thanked Council, the Ad Hoc committee and staff for the specific plan and asked about the RFP process, timeline and agencies that can provide these services.

Mary Dean stated she has been housing people for 14 years and is willing to help in any way she can.

Tim Silva spoke about his interactions with homeless people, their needs and stated the shelter is a first good step.

Linda Jimenez stated she will be following up with the City of Manteca regarding their tent set up. Ms. Jimenez added this is the first step to handling the issue.

Melinda Ramirez requested a name of a staff member who can be contacted regarding the RFP process.

Jennifer Rowell stated we have resources to deal with this and supported the proposed measure for safe parking and a warming center.

Tracy Luca commented she was fortunate to have a roof over her head, and described her involvement in a Pay it Forward Group. Ms. Luca asked Council to consider the warming center.

Robin Cole requested that Council expedite the RFP process and get it turned around in days.

Bill Stewart acknowledged Tim Silva's family who helped him when he was homeless.

City Council discussion ensued.

Mayor Rickman proposed as an immediate solution to get the homeless out of the cold, a meal and access to resources to designate a location where they can get a free bus ticket to go to the new shelter in Stockton, which has room. Council Member Vargas agreed with Mayor Rickman's proposal regarding providing transportation to warming centers as an immediate solution.

City Council discussion continued.

Jenny Haruyama, City Manager proposed the following for Council consideration:

- Allow staff time to research options and provide recommendations in respect to a location and some perimeters around safe parking. Endeavor to bring back on February 18, 2020. Initial perimeters – public land and no fines.
- Direction for an RFP for a warming center as provided by private party that is over night, that provides heating, restrooms, that is low barrier, that provides medical and case management with a maximum City contribution of \$25,000 to offset expenses associated with restrooms, generator, gas, security or other items to be determined by the City Manager.
- Endeavor to put RFP together within the next two to three weeks.
- RFP to also include safe parking should a private party be able to provide that.
- Once the Council gives clear direction, the RFP will not return to Council. It will be in the City Manager's jurisdiction to implement and make sure it reflects all of the direction provided by Council.
- Regarding safe parking, staff will have to return because research needs to be done in order to give Council a strong recommendation on options.
- Staff could also do research with respect to the bus tickets, and transportation and return later.

City Council comments continued

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola that the direction provided as defined by the City Manager for safe parking to bring back by February 18, 2020, with public land and no fines, and RFP for a warming center within a two to three week aggressive timeframe, whenever it is completed to go into effect based on the City Manager with a cap of \$25,000 and include information on February 18, 2020 for the transportation option.

Council Member Arriola proposed a friendly amendment to the motion to extend timeline to be limited to March 18, 2020. Mayor Pro Tem Young accepted the friendly amendment. Roll call found all in favor; passed and so ordered.

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

Mayor Rickman reconvened the meeting at 10:21 p.m.

3.D RECEIVE REPORT AND RECOMMENDATIONS FROM PLACEWORKS, INC. REGARDING WORKFORCE AND AFFORDABLE HOUSING AND PROVIDE DIRECTION TO STAFF

Bill Dean, Assistant Development Services Director introduced David Early from Placeworks, who provided the presentation.

Bill Stewart asked the consultant why a developer would come to Tracy when they can get \$2,700 a month by Arco Arena for a postage stamp house, and why would it be any different in Tracy.

Mary Mitracos shared her concerns regarding parking and added when putting more people in the same area, there needs to be parking for their vehicles.

Mike Souza thanked the consultant and staff for the positive recommendations to provide affordable housing. Mr. Souza spoke about smaller more affordable homes, responding to the market, providing incentivizing, and tax credits.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to direct staff to develop work plans for all 17 recommendations with the understanding not to include mandatory inclusionary zoning, and do not reduce parking standards. Roll call found all in favor; passed and so ordered.

3.E DISCUSS UPCOMING CITY COUNCIL TRAVEL TO WASHINGTON D.C. FOR LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) ONE VOICE TRIP; TRAVEL TO WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY (PRE-ONE VOICE); AND TRAVEL TO SACRAMENTO FOR STATE LOBBYING EFFORTS; AND APPROVE PRE-ONE VOICE TRIP TRAVEL – Item was moved to February 18, 2020.

4. ITEMS FROM THE AUDIENCE – Katlyn Good spoke about part time work for the City of Tracy, budget cuts, and shared her frustration with politics. Ms. Good hoped that moving forward Council will listen to the public.

Mayor Pro Tem Young wished her daughter Happy Birthday.

5. STAFF ITEMS – Jenny Haruyama, City Manager reminded Council that she will be in Napa attending the City Manager's League Conference tomorrow through Friday along with Midori Lichtwardt, Assistant City Manager, and Karin Schnaider, Finance.
6. COUNCIL ITEMS – Council Member Ransom stated she was asked to request publically for the City Manager to research the use of Round Up in the City, and adopt an alternative. Council Member Arriola seconded the request.

Council Member Vargas attended a public meeting where residents in the County asked to make sure that the City Manager reaches out regarding a letter that was sent to the former City Manager in March 2019, for outside services for sewer.

Mayor Rickman wished everyone a Happy Valentine's Day.

7. ADJOURNMENT – Time: 11:45 p.m.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Rickman 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 30, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

ACCEPT THE CONSTRUCTION OF THE 10TH STREET AND CENTRAL AVENUE DOWNTOWN FESTIVAL LIGHTS PROJECT (CIP 71106), COMPLETED BY CROSSPOINT GENERAL ENGINEERING, OF PALO CEDRO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT

EXECUTIVE SUMMARY

The contractor has completed the construction of the 10th Street & Central Avenue Downtown Festival Lights Project, CIP 71106 (Project), in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the Project to enable the City to release the contractor's bonds and retention.

DISCUSSION

On June 19, 2018, City Council awarded a construction contract to Crosspoint General Engineering, of Palo Cedro, California for the 10th Street and Central Avenue Downtown Festival Lights Project (CIP 71106), in the amount of \$348,260. The Project consists of the installation of permanent festival lighting in the Downtown area. Project completion lit the decorative lighting fixtures on 10th Street (Central Avenue to A Street), Central Avenue (6th Street to 11th Street) and 6th Street (Central Avenue to D Street) year-round.

Scope of the Project included installation of approximately 3,500 linear feet of LED festival lighting strung across existing streetlights, along with associated additional streetlights. Project also included assorted electrical modifications.

The Project design, improvement plans, specifications, and contract documents were prepared by the City's Engineering Division staff.

Three change orders amounting to \$38,315 were issued for the Project, which included installation of seven additional poles and light strings on Central Avenue between 11th Street and 9th Street to complete the Festival Lighting Project.

Project costs are as follows:

A. Construction Contract Amount	\$ 348,260
B. Approved Change orders	\$ 38,315
C. Design, construction management, inspection, Testing & miscellaneous project management Expenses	<u>\$ 6,906</u>
Total Project Costs	\$ 393,481
Total Budget Available	\$ 400,500
Budget Remaining	\$ 7,019

The Project has been completed within the available budget and original contract period and in accordance with the plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

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

FISCAL IMPACT

The 10th Street and Central Avenue Downtown Festival Lights Project, CIP 71106, is an approved Capital Improvement Project with a total project cost of \$393,481. The total project budget is \$400,500, with \$134,500 from the Redevelopment Agency Fund (F317) and \$266,000 from General Projects (F301). This Project came in under budget; the remaining funds in the amount of \$7,019 will be released back into F301 fund balance.

RECOMMENDATION

Staff recommends that City Council accept, by resolution, the 10th Street and Central Avenue Downtown Festival Lights Project, CIP 71106, completed by Crosspoint General Engineering, of Palo Cedro, California, authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorize the City Engineer to release the bonds and retention payment, and authorize the Finance Department to close the Project.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

ACCEPTING THE CONSTRUCTION OF THE 10TH STREET & CENTRAL AVENUE DOWNTOWN FESTIVAL LIGHTS PROJECT (CIP 71106), COMPLETED BY CROSSPOINT GENERAL ENGINEERING, OF PALO CEDRO, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT

WHEREAS, On June 19, 2018, City Council awarded a construction contract to Crosspoint General Engineering, of Palo Cedro, California for the 10th Street and Central Avenue Downtown Festival Lights Project (CIP 71106), in the amount of \$348,260, and

WHEREAS, The Project consists of installation of permanent festival lighting in the Downtown area. Project completion lit the decorative lighting fixtures on 10th Street (Central Avenue to A Street), Central Avenue (6th Street to 11th Street) and 6th Street (Central Avenue to D Street) year-round, and

WHEREAS, The scope of the Project included installation of approximately 3,500 linear feet of LED festival lighting strung across existing streetlights, along with associated additional streetlights. Project also included assorted electrical modifications, and

WHEREAS, Three change orders amounting to \$38,315 were issued for the Project, and

WHEREAS, The status of Project costs is as follows, and

A. Construction Contract Amount	\$	348,260
B. Approved Change orders	\$	38,315
C. Design, construction management, inspection, Testing & miscellaneous project management Expenses	\$	6,906
Total Project Costs	\$	393,481
Total Budget Available	\$	400,500
Budget Remaining	\$	7,019

WHEREAS, The Project has been completed within the available budget and original contract time frame and in accordance with project plans, specifications, and City of Tracy standards, and

WHEREAS, The 10th Street and Central Avenue Downtown Festival Lights Project, CIP 71106, is an approved Capital Improvement Project with a total Project cost of \$393,481. The total Project budget is \$400,500, with \$134,500 from the Redevelopment Agency Fund (F317) and \$266,000 from General Projects (F301). This Project came in under budget; the remaining funds in the amount of \$7,019 will be released back into F301 fund balance;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the construction of the 10th Street & Central Avenue Downtown Festival Lights Project, CIP 71106, completed by Crosspoint General Engineering, of Palo Cedro, California, authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorizes the City Engineer to release the bonds and retention payment, and authorizes the Finance Department to close the Project.

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

ACCEPT THE TRACY MUNICIPAL AIRPORT RECONSTRUCTION OF TEE HANGAR TAXILANES PROJECT – CIP 77580, AIP NO. 3-06-0259-19, COMPLETED BY TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE COUNTY, AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECT, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

The Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project, (Project) CIP 77580, included reconstructing the south tee hangar taxilanes (718,470 sq. ft.). The contractor has completed the Project in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the Project to enable the City Engineer to release the contractor's bonds and retention payment.

DISCUSSION

On September 18, 2018, City Council awarded a construction contract to Teichert Construction, of Stockton, California, in the total amount of \$2,419,000, for the Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project, CIP 77580.

The Federal Aviation Administration (FAA) provided the City with AIP Grant No. 3-06-0259-19 in the amount of \$1,846,827, to provide funds to cover 90% of the total Project for New Airport Beacon on Existing Tower (CIP 77581) and 90% of the FAA eligible costs for the Reconstruction of Tee Hangar Taxilanes (CIP 77580), at the Tracy Municipal Airport. The State of California Department of Transportation (Caltrans) provided the City with a State-matching Grant in the amount of \$50,000. The City is responsible for 10% of the FAA eligible cost plus the FAA ineligible portion less the \$50,000 State grant.

The scope of work included the reconstruction of the South Tee Hangar Taxilane pavements at the Tracy Municipal Airport.

The detailed construction activities included the reconstruction of tee hangar taxilane pavements by removing existing asphalt and aggregate base, scarifying and recompacting existing subgrade, and then placing new subbase course, aggregate base, and bituminous surface course, marking, and drainage.

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

Four change orders in the amount of \$60,840 were issued which included a winter shutdown (no cost), improvements to utilities to provide an adequate finished construction project, and improvements to the drainage system to adequately handle all storm water and all drain water from the water treatment plant adjacent to the airport.

The work was pre-approved through change orders in accordance with the contract documents.

Status of budget and project costs is as follows:

	FAA/State	City	Totals
A. Construction Contract Amount	\$ 1,555,635	\$ 801,286	\$ 2,356,921
B. Approved Change Orders	\$ 30,310	\$ 30,530	\$ 60,840
C. Design, Construction Management, Inspection, Testing, & Miscellaneous expenses	\$ 101,470	\$ 52,144	\$ 153,614
Total Project Costs	\$ 1,687,415	\$ 883,960	\$ 2,571,375
Project Budget	\$ 1,896,171	\$ 897,269	\$ 2,793,440
Budget Balance	\$ 208,756	\$ 13,309	\$ 222,065

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

STRATEGIC PLAN

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

FISCAL IMPACT

The Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project – CIP 77580, is an approved Capital Improvement Project with total project cost of \$2,571,375. The total project budget is \$2,793,440 with \$1,896,171 coming from the FAA and State Grants and \$897,269 from General Projects (F301). The remaining funds of \$13,309 from General Projects (F301) will be released back into fund balance.

RECOMMENDATION

That City Council accept, by resolution, the Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project – CIP 77580, completed by Teichert Construction of Stockton, California, authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorize the Finance Department to close the Project, and authorize the City Engineer to release the bonds and retention payment.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

ACCEPTING THE TRACY MUNICIPAL AIRPORT RECONSTRUCTION OF TEE HANGAR TAXILANES PROJECT – CIP 77580, AIP NO. 3-06-0259-19, COMPLETED BY TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER, AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT, AND AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

WHEREAS, On September 18, 2018, City Council awarded a construction contract to Teichert Construction of Stockton, California, in the total amount of \$2,419,000 for the reconstruction of the south tee hangar taxilanes at the Tracy Municipal Airport, CIP 77580, and

WHEREAS, The scope of work included the reconstruction of the South Tee Hangar Taxilanes at the Tracy Municipal Airport, and

WHEREAS, Four change orders totaling \$60,840 were issued, and

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

	FAA/State	City	Totals
A. Construction Contract Amount	\$ 1,555,635	\$ 801,286	\$ 2,356,921
B. Approved Change Orders	\$ 30,310	\$ 30,530	\$ 60,840
C. Design, Construction Management, Inspection, Testing, & Miscellaneous expenses	\$ 101,470	\$ 52,144	\$ 153,614
Total Project Costs	\$ 1,687,415	\$ 883,960	\$ 2,571,375
Project Budget	\$ 1,896,171	\$ 897,269	\$ 2,793,440
Budget Balance	\$ 208,756	\$ 13,309	\$ 222,065

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

WHEREAS, The Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project – CIP 77580, is an approved Capital Improvement Project with total project cost of \$2,571,375. The total Project budget is \$2,793,440 with \$1,896,171 coming from the FAA and State Grants and \$897,269 from General Projects (F301). The remaining funds of \$13,309 from General Projects (F301) will be released back into fund balance;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the Reconstruction of Tee Hangar Taxilanes at the Tracy Municipal Airport Project – CIP 77580, completed by Teichert Construction of Stockton, California, authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorizes

the Finance Department to close the Project, and authorizes the City Engineer to release the bonds and retention payment.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

APPROVE A GENERAL SERVICES AGREEMENT WITH DIVERSIFIED OF PLEASANTON, CALIFORNIA FOR EQUIPMENT AND INSTALLATION OF AUDIO AND VIDEO SYSTEMS UPGRADES FOR CITY COUNCIL CHAMBER CIP 71089, WITH A NOT TO EXCEED BUDGET OF \$688,752, AUTHORIZE AN APPROPRIATION OF \$105,317 FROM THE CHANNEL 26 FUND (F295), AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$89,837, IF NEEDED

EXECUTIVE SUMMARY

City staff requests that City Council approve a General Services Agreement with Diversified of Pleasanton, California, and approve the project budget of \$688,752 with an appropriation of \$105,317 from the Channel 26 fund (F295) for installation of Audio and Video System Upgrades for City Council Chamber 71089, approve project and contingencies.

DISCUSSION

The City of Tracy is in the process of remodeling the council chambers audio and visual equipment to both modernize and improve the audio and video quality of the productions. Staff has, as needed, when equipment fails or otherwise exceeds its intended life expectancy, been incrementally replacing components over the last few years.

The Council Chambers is a shared facility much like a conference room in City Hall. To save money, the existing audio and video equipment combines both room controls and broadcast controls into a single control point. The touch panels in the chamber and AV room control the lighting, cameras, microphones, and projector screen. The new system will separate these functions out so the end user can have a meeting in the room independent of any of Channel 26's audio and video broadcast equipment.

The scope of work will include updated audio and video components in Council Chambers, Room 109, and Room 203. Audio Video Control Room work will include the removal of existing equipment and rack storage, and installation of new AV gear including a new playback server for Channel 26, live streaming and closed captioning hardware. New wiring will integrate, update and manage the broadcasting of audio and video improvements in the Council Chamber, Room 109, Room 203, and in the lobby area outside of the Council Chambers. Installation in Council Chambers includes new wireless microphones, TV's, projector and screen, seven 4K broadcasting cameras, dais monitor upgrades, touch screen control panels and associated integration with the existing AV system components in use in the Chamber. Room 109 will receive a new council chambers monitor and audio playback improvements. In the Chamber Lobby area, work includes new monitor installation with integration to existing speakers. In

Room 203, the scope of work includes integration of chamber audio and video feed to existing Microsoft Surface Hub monitor, old equipment rack removal, addition of wireless microphones and a broadcast camera. All integrations to include connection to the AV control room to provide management for audio and visual broadcasting.

Productionology of San Jose California and City Staff prepared project plans and specifications jointly. The project was advertised for proposals on February 5, 2019. The Request for Proposals (RFP) was posted to the City website. A non-mandatory pre-proposal meeting was held on February 20, 2019, at 1:00 p.m. at City Hall. A total of six proposals were received by March 6, 2019.

The city selected Diversified as the vendor for this project.

The following bids were received and reviewed by City Staff and Productionology, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Spinitar, La Miranda, CA (No TV - Projector only, No Warranty on playback server)	\$493,651.93
Conti Corporations dba Conti MEP, Sacramento, CA (Broadcast not independent of Crestron as per RFP)	\$563,798.00
Crawford Integrated Technologies San Pablo, CA (Responsive bid)	\$587,395.71
Miskita, Tracy, CA (Missing Broadcast Cameras, Closed captioning hardware, using existing Crestron System)	\$145,687.64
Diversified, Pleasanton, CA (Lowest monetary responsive bid)	\$532,393.94
EIDIM Group, Inc. dba EIDIM AV Technology, Buena Park, CA (Underestimated labor costs)	\$385,188.34

Diversified of Pleasanton, California, is the lowest responsible bidder. Multiple bids were missing information and the Diversified bid was the most complete and therefore responsive. This staff report has been revised to include options from the RFP.

The cost of this project if awarded to Diversified is as follows:

Bid for Equipment and Installation	\$598,915
Contingency (Bid and Installation) 15%	\$89,837

Total Project Cost \$688,752

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council.

FISCAL IMPACT

The Audio and Video System Upgrades for City Council Chamber CIP 71089 is an approved Capital Improvement Project. The estimated project cost is \$688,752 and the current available budget is \$583,435. An additional appropriation of \$105,317 from the Channel 26 Fund (F295) is needed to complete the project.

PROJECT COST		AVAIL. FUNDS
CHARGES YTD	\$66,565	\$142,911 GENERAL PROJECTS (F301)
EQUIPMENT & INSTALLATION	\$688,752	\$507,089 CHANNEL 26 (F295)
TOTAL	\$755,317	\$650,000
UNDERFUNDED	\$105,317	

STRATEGIC PLAN

This agenda item supports the City Council's 2017-2019 Quality of Life Strategic Priority:

Goal 3: Cultivate Community Engagement through Digital and Traditional Communications Means.

Objective 1: Explore opportunities to promote the City's brand through various marketing and communication activities, and Objective 2: Enhance methods of informing and engaging the community on City related projects, programs and events.

RECOMMENDATION

That the City Council, by resolution, approve a General Services Agreement with Diversified of Pleasanton, CA in the amount of \$598,915, authorize an appropriation of \$105,317 from the Channel 26 Fund (F295), and authorize the City Manager to approve change orders up to the contingency amount of \$89,837, if needed.

Prepared by: Dan Summa, Media Services Supervisor, Channel 26
Carissa Higginbotham, Public Information Officer

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- Attachment A – General Services Agreement, Scope of Services and Bill of Materials
- Attachment B – Diversified RFP
- Attachment C – City Council Chambers Audio Video Upgrade RFP
- Attachment D – RFP Addendum Council Chambers AV Upgrade Both Floors Equipment Layout
- Attachment E – RFP Addendum Council Chambers As Built Construction Plans
- Attachment F – RFP Addendum Questions

**CITY OF TRACY
GENERAL SERVICES AGREEMENT
Council Chamber Audio Video Upgrade CIP 71089**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and One Diversified, LLC (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Contractor to upgrade the Audio and Video hardware for the City Council Chambers.
- B. On February 5, 2019, the City issued a Request for Proposals (RFP) for the City Council Chambers Audio video Upgrade Project CIP 71089. On March 6, 2019, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on February 18, 2020.

Now therefore, the Parties mutually agree as follows:

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

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The time of completion and liquidated damages shall be in accordance with Section 2.2 below. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement begin on the date this Agreement is executed by the City and shall end six months after the execution date, unless terminated in accordance with Section 6.

2.2 Liquidated Damages. The City and the Contractor, by execution of this Agreement agree that time is of the essence in the performance of the work, and that actual damages for inconvenience and loss from any delay in completion of the contract beyond the date provided in the Request For Proposal is extremely difficult or impossible to determine.

The City and the Contractor further agree, that liquidated damages shall be assessed for each and every calendar day required to complete the contract in excess of the contract time established for

the project, and that the amount stated herein is a reasonable estimate of the amount of such damages. The City Engineer may deduct any liquidated damages owed to the City, as determined by the City Engineer from any payments otherwise payable to the Contractor under this agreement.

Liquidated Damages shall be as follows:

\$1,208 per day based on Parks and Recreation rental rates of public facilities. Core Audio Video functionality for room use and broadcast needs to be completed within the four (4) week installation window. Notwithstanding anything in this Agreement to the contrary, Contractor shall only be liable for liquidated damages to the direct extent such were caused by circumstances solely within Contractor's control.

Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the work within the contract time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if the Contractor abandons the work. In such event, the Contractor shall be liable to the City for all losses incurred.

The date of the Engineer's Certificate of Substantial Completion shall be the termination date, if applicable, of liquidated damages.

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$588,915. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

5.1 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

5.5 **Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

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

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

5.9 **Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 **Contractor's Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

7. **Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Labor Code Compliance. The services to be performed under this Agreement are subject to the prevailing wage requirements applicable to the locality in which the services are to be performed for each craft, classification or type of worker needed to perform the services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

8.1 Rates. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Warranty. Contractor warrants services listed in Exhibit A for one (1) year from the date this Agreement for defects in workmanship and all new equipment with normal use carries manufacturer's standard warranty. Equipment and installation is not warranted against damage caused by any event beyond Contractor's control. Contractor does not assume nor authorizes assumption of any other obligation or liability in connection with the project specified in this Agreement.

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

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

12. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

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

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Jennifer D. Haruyama
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

Don Isbell - CTS, Account Executive
One Diversified, LLC.
5627 Stoneridge Drive
Pleasanton, CA 94588

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Contractor

One Diversified, LLC



By: Scott Birdsall, Regional Vice President

Title: Managing Member

Date: 1/20/2020

By: _____

Title: _____

Date: _____

Federal Employer Tax ID No. 42-1617340

Exhibits:

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

EXHIBIT A - Scope of Work

See attached Scope of Work





Client Name

City of Tracy, CA

Project Name

City Council Chambers Audio Video Upgrade

Scope of Work

Council Chambers Video Display Systems

The Council Chambers will use a new video projection configuration, replacing the existing projector and screen. A new Panasonic 8,500 lumen WUXGA laser projector and matching lens will be installed at the existing projector location. The existing screen fabric will be replaced with a 16:10 aspect ratio ALR (ambient light rejection) screen to match the project being installed. Contrast Based ALR prevents projected images from appearing washed out by maintaining and enhancing brightness. The gray color and other proprietary design elements in the surface, combine to absorb ambient light rather than reflect it. Da-Lite Parallax screens combat environmental and projection deficiencies to produce bright crisp images.

The 98" LCD requested in the City's original RFP will not be needed and has been eliminated from our equipment list. One 75" LCD will be mounted on the back wall of the room near the window of the control room.

One (1) 55" display will be mounted in the lobby and may display the same information that is displayed on the projector, or may display other available video sources.

Video Presentation Sources

A two-input Barco Clickshare will be installed for wireless video presentations

A new tabletop document camera stand will be provided; this may be used at any wired PC Video Input location.

New hardwired video inputs will be updated to HDMI connections and will be located at the Clerk Desk, the Dais Chairman and the Presentation Podium. The Presentation Podium will be equipped with a multi-input scaling video switcher to conveniently connect multiple video sources simultaneously; note that only (1) connected video source may be selected for presentation at a given time.

This video system will output to Dais Displays, Lobby Display, Chamber Video Projector and 75" Display, Conference Room 109, and Conference Room 203. Existing (VGA + Audio) input connections at the Dais will be abandoned.

Video Distribution Technology

Diversified has chosen Crestron for video distribution as was specified on the original request for proposal. Crestron is the acknowledged leader in the field of control, digital interfacing and switching. Crestron product comes with a 5-year warranty, which is 2 years longer than the competition. The system is built around Crestron DM (DigitalMedia) framework, with a 16 x 16 matrix switcher.

Audio System

A new QSC DSP (digital signal processor/audio mixer) will be provided and installed. The Q-SYS Platform was designed for applications that require a diversity of analog, digital and networked audio connectivity. It features eight onboard I/O card slots that can be populated with any combination of Q-SYS Type-II I/O card allowing diverse connectivity options and expandable to 128 x 128 audio channels.

Existing Dais Microphones will be reused. A total of eight (8) new wireless microphones will be provided and installed; four (4) handheld, two (2) lapel wireless microphone systems, and two (2) wireless tabletop gooseneck microphones. Networked charging stations will be supplied for simultaneous charging of all transmitters. All eight wireless microphones may be assigned to either the Council Chamber or Room 203 in any combination. Two active antenna splitters with power distribution will be supplied with the two (2) pairs of antennas installed to ensure coverage per specification.

A new Network QSC Amplifier will be installed in the control room rack. This amplifier will provide 8 independent channels of audio with 600 watts continuous power. Eight channels of mic/line inputs connect directly to the back of the amplifier. Individual amplifier channels will allow Diversified to program a "mix minus" system that allows the tuning of the speaker volume to control the sound level that is in near proximity to a microphone thus eliminating any feedback issues.

A Denon Network Audio Recorder will be installed in the control room rack and controlled through the Crestron. Recording Output at the Clerk / Assistant Clerk is eliminated.

A Yamaha Tio1608 with Dante' Audio, housed in a portable case, will be provided and will function as the Portable Press Patch.

A Listen Technologies assisted listening system will be provided and installed. This system is RF-based (not IR), and is capable of using 57 different operating frequencies. Two (2) Transmitters will be initially supplied to support two (2) simultaneous languages. The

Transmitters will be installed in the Control Room equipment racks. One integrated antenna system installed within the Council Chamber will support the RF transmission. Six (6) LR-5200-072 advanced intelligent DSP Receivers will be provided, with six (6) Universal Ear Speakers, two (2) Intelligent Earphone with Lanyard, one (1) 12-unit Charging Tray, and an ALS Notification Signage Kit.

Existing ceiling speakers will be reused. Two (2) additional ceiling speakers will be installed over the staff area to improve sound coverage, as the nearest speaker to this seating area is 20' away.

Control System

Primary system control is provided by a new Crestron 3-Series Control System.

The 10" Touchpanels on the request for proposal for the Control Booth and at the Clerk's Desk, will be replaced with ELO 20" Touch Screens utilizing Crestron Digital Graphics Engines. These Touch Screens will function the same as the 10" touch panel but are larger and allow for the screens to double as a confidence monitor. The system will be programmed for all the basic functions in Guest Mode, (keeping it simple for end users) and programmed to control the systems and sub-systems during council meetings.

The Touchpanel pages for system set up and microphone management will be displayed on a "hidden" page. Details of the programming will be worked out in a pre-installation meeting and Diversified will provide printed copies of the Touchpanel screen shots for approval by the City of Tracy before actual programming begins.

ELO panels were chosen to keep the look and feel of the Chambers consistent. An Apple iPad is provided with Crestron XPanel software; this is used in the council chambers as a wireless control surface.

Dais Confidence Monitor and Voting System.

The Voting System will be generated from the Crestron Control System. Voting will be administered by the Clerk, and Council Members will transact voting on video-enabled ELO Touch Screens.

Diversified reviewed the 24" displays requested for the Dais and considered this monitor size would be too large. Though this unit can lay almost flat, it would be either too high and interfere with the camera shot or if you lay it flatter to work surface, it would take up too much space on the Dais. We recommend an alternate solution: Use ELO 20" touch screens matched with Crestron Digital Graphics Engines and custom software. This approach provides a single video-enabled Touch Screen to perform both as a confidence monitor, allowing the council members to view the same information as what is displayed on the projector, and as a Voting Station, with the voting buttons presented as a graphical overlay to the presented video. The voting results can be displayed on all the council chambers displays and external feeds.

Staff Seating Confidence Monitors.

Four (4) video monitors are provided and installed at the Staff seating, providing the same video presented on the Video Projector. No AV controls are provided.

KVM System

A Raritan 8-Port rack mountable KVM will be provided and installed, including six (6) Computer Interfaces and four (4) User Stations. Client to provide related Keyboard, Mouse, and Monitors. The KVM will keep the worksurfaces clear of keyboards and clutter. Computers currently installed at Clerk & Clerk Assistant Desks are to be re-located to the Control Room environment, and will be connected to the KVM. Two (2) of the User Stations will be installed at the Clerk and Clerk Assistant Desks, the other two will be deployed in the Control Room.

Broadcast System

Cameras

Seven (7) Panasonic AW-UE150 Cameras (with NDI licenses) will be installed in the chambers with an AW-150 remote camera controller to be used in the control room. A new Elmo PX 10 will be provided to view documents at the clerks' desk. This unit is clean and stylish with a 12x Optical zoom as originally specified. The Elmo unit is far superior to the Epson product and we feel is a better choice for this design.

Switching & Routing

A NewTek TriCaster will be provided giving the facility a complete production system. The NewTek live production systems provide the most comprehensive set of tools and capabilities for modern workflows and the most value for your investment of any video solution. The Tricaster system includes; TC1R3 Tricaster mainframe with backup power supply, TC1LP 24 Button Control panel, LivePanel Coupon Code (license), Access Software, Access Software Livetext CG (use any network connected PC).

An AJA 32 x 32 router and remote-control panel will be installed into the control room rack and provide routing for the entire broadcast system.

The use of a Cobalt 20-slot 2RU openGear® High Power Frames, with redundant power supplies, will contain the various video processing cards required for this design. (We feel that the Cobalt chassis can offer some savings over the Ross without compromising performance).

The Open Gear chassis will house the multi-format reference generator, a 3G/HD/SD-SDI/ASI re-clocking 1x9 distribution amplifier, an AJA audio embedder and de-embedder card combination, along with the HDMI to SDI converters and fiber distribution cards.

As specified in the City's RFP, a Teradek T-RAX Base Rack System with H.264 / H.265 encoder and decoder codec cards will be provided for distribution to web platforms.

Video Server

Diversified will provide and install a Tightrope Media Cablecast Flex2 video server and playback system with Carousel bulletin board and 4 TB spare storage drives. A basic channel design of the Cablecast includes a channel layout with pre-made zones and a custom branded background to be developed later with the staff from the City of Tracy.

Video Monitoring

The control room monitoring system consist of:

- Dual 7” Marshal rackmount monitors
- One (1) 27” Boland Broadcast Monitor
- One (1) NEC 43” LED LCD Monitor for multiview camera monitoring, preview and program feeds. (Not on the list but necessary when working on the TriCaster production switcher).
- Four (4) Dell high-resolution monitors will be mounted above the multiview monitor in the control room for monitoring the incoming (off-air) feeds for UTUBE, Granicus, and ATT, and Comcast services. (All services are assumed to be in the Control Room, at the Operator Console.)

The Boland 27” will act be operated as a Master Confidence Monitor, used to view the outgoing feed (program) of the production system but can be used to monitor any source desired via the Kumo router.

The Newtek NDI format will be used in the facility to connect the chamber’s camera to the Tricaster switcher. Thus further “future proofing” the design as more available connections are realized when the system and workflow scales.

Control Room Console and Equipment Racks

A new work surface will be provided as a part of this proposal. As recommended, Diversified will provide the Arrakis ACC-CSU. This is a U-shaped workstation that may work well but we do not see an advantage to having two (2) small racks in a broadcast system such as this. Most equipment will be in the large racks and extending cables to the Arrakis may not be recommended and would add additional time to the project. We may take some time to have a custom design to develop the best workstation for this space. The price of the Arrakis should be a sufficient placeholder.

Equipment will be racked in new gangable Middle Atlantic Racks that will be built-up and tested in our office. This makes for a much cleaner installation as we can build, wire, and test each component in our controlled environment, then roll in the racks, instead of trying to install all the hardware at the site. This allows us to keep our on-site time and your down time to a minimum. New APC Smart UPS systems will be installed in each rack to protect the equipment.

Green Room 109

A 55" LCD monitor will be installed in the Green Room (109) along with a Crestron digital media scaler that will receive a signal from the control room, no other inputs or outputs will be connected to the system. A wall controller will be installed to control Volume per specification.

Conference Room 203

Room 203 has an existing Microsoft Display that will be reused. Diversified will install a Crestron DigitalMedia scaler that will receive a video signal from the control room.

A wall-mounted Crestron DigitalMedia PC Video Interface will be provided and installed, supporting HDMI & DisplayPort.

One (1) Panasonic PTZ Camera will be installed, integrated with the Control Room system. A wall-mount bracket & related wiring will be installed to support a future 2nd PTZ Camera (not provided in this contract).

Three (3) ceiling-mounted beamforming microphone arrays will be provided and installed to integrate with council sessions and for recording.

A 7" Crestron wall-mounted touch panel will be installed and programmed to control the power of the system as well as select camera presets, turn up and down the volume, and turn the recording on and off.

System Training

Diversified Installation Training: To be completed with two separate classes. One 3-hour user training for non-technical staff and one 4-hour technical and troubleshooting training. Before each of the training classes a simple users' "Quick Start" guide illustrating the Touch panel Pages will be developed and handed out. Additionally, Diversified will attend the 1st & 2nd council meetings, lending oversight operator support.

Newtek Tricaster Training: "Tricaster Live Online Training – An Introduction" will be provided by NewTek. Via Remote, this 3.5 Hour online hands-on course will cover concepts and terminology of live production, features & functions.

Project Closeout Documents

As built drawings, instruction manuals, rack layouts, and programming files will all provided upon completion.

Project Timeline

Currently a project of this size and complexity would require a minimum of 12 weeks from Purchase Order to fulfil. A Gant chart schedule will be developed and sent over for approval within the five days ARO.

EXHIBIT B - Compensation

See attached Bill of Materials



EXHIBIT A - SCHEDULE OF VALUES

 Line 1
 Line 2
 Line 3

Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
CITY OF TRACY							
10				Room Name			
20				Video Displays; Chamber and Lobby			
30	1.00	Panasonic	PT-RZ870BU	Video Projector: DLP, 8500 Lumen, WXGA Laser	\$	11,266.00	11,266.00
40	1.00	Panasonic	ET-DLE260	Zoom Lens	\$	2,222.00	2,222.00
50	1.00	Da-lite	29609FLS	Projection Screen Replacement Fabric, Tensid 137D PRLX STR 1.0	\$	3,259.00	3,259.00
60	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+@ Receiver & Room Controller / Scaler	\$	712.00	712.00
70	1.00	NEC	5272524C751Q	LCD Display 75" 4K (Rear of Council Chamber)	\$	2,930.00	2,930.00
80	1.00	Chief	XSM1U	Wall Mount Bracket	\$	181.00	181.00
90	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+@ Receiver & Room Controller / Scaler	\$	712.00	712.00
100				Lobby			
110	1.00	NEC	4758070E506	LCD Display 55", 1080p (Lobby)	\$	808.00	808.00
120	1.00	Chief	MSTU	Wall Mount Bracket	\$	94.00	94.00
130	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+@ Receiver & Room Controller / Scaler	\$	712.00	712.00
140				Green Room Display (Room 100)			
150				55" 1080p	\$	808.00	808.00
160	1.00	NEC	4758070E506	55" 1080p	\$	808.00	808.00
170	1.00	Chief	MSTU	Wall Mount Bracket	\$	178.00	178.00
180	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+@ Receiver & Room Controller / Scaler	\$	712.00	712.00
190				Council Chamber Video Sources			
200				Wireless Video Presentation			
210				Clickshare Wireless Video System (two input)	\$	1,560.00	1,560.00
220	1.00	Barco	CS-200	Clickshare Wireless Video System (two input)	\$	1,560.00	1,560.00
230	1.00	Creston	DM-TX 4K-100-C-1G	DigitalMedia HDMI Transmitter	\$	398.00	398.00
240	1.00	Creston	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ switchers, HDBaseT@ Compatible	\$	560.00	560.00
250	1.00	Creston	CBL-HD-3	HDMI Interconnect Cable, 3'	\$	2.00	2.00
260				Desktop Presentation Components			
270	1.00	Extron	60-1457-02	4-Input Scaling Switcher w/ HDMI Output	\$	1,125.00	1,125.00
280	1.00	Creston	DM-TX 4K-100-C-1G	DigitalMedia HDMI Transmitter	\$	398.00	398.00
290	4.00	Creston	CBL-HD-6	HDMI User Cable	\$	29.00	116.00
300	1.00	Creston	DMC-4KZ-C-DSP	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ switchers, HDBaseT@ Compatible	\$	735.00	735.00
310	1.00	Elmo	PX10	Document Camera, Tabletop Type Doc Stand	\$	1,587.00	1,587.00
320				Clerk Desk Presentation Components			
330	1.00	Creston	DM-TX 4K-100-C-1G	DigitalMedia HDMI Transmitter	\$	398.00	398.00
340	1.00	Creston	CBL-HD-6	HDMI User Cable	\$	29.00	29.00
350	1.00	Creston	DMC-4KZ-C-DSP	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ switchers, HDBaseT@ Compatible	\$	735.00	735.00
360				Desk Presentation Components			
370	1.00	Creston	DM-TX 4K-100-C-1G	DigitalMedia HDMI Transmitter	\$	398.00	398.00
380	1.00	Creston	CBL-HD-6	HDMI User Cable	\$	29.00	29.00
390	1.00	Creston	DMC-4KZ-C-DSP	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ switchers, HDBaseT@ Compatible	\$	735.00	735.00
400				Video Switching & Distribution			
410				Video Switcher, Power and Input/Output Cables			
420				16x16 DigitalMedia™ Switcher	\$	4,374.00	4,374.00
430	1.00	Creston	DM-MD18X18-CPU3	16x16 DigitalMedia™ Switcher	\$	4,374.00	4,374.00
440	1.00	Creston	DM-PSU-8-PLUS	Power over DigitalMedia Power Supply	\$	678.00	678.00
450	2.00	Creston	DMC-4K-HD-USP-HDCP2	4K HDMI@ Input Card w/ Downmixing for DM@ Switchers	\$	509.00	1,018.00
460	2.00	Creston	DMC-SDI	3G-SDI Input Card for DM@ Switchers	\$	611.00	1,222.00
470	1.00	Creston	DMC-4KZ-HD	HDMI@ 4K60 4:4:4 HDR Input Card	\$	452.00	452.00
480	4.00	Creston	DMC-4KZ-HD	HDMI@ 4K60 4:4:4 HDR Input Card	\$	452.00	1,808.00
490	3.00	Creston	DMC-4KZ-HDC	2-Channel HDMI@ Scaling Output Card	\$	916.00	2,748.00
500	5.00	Creston	DMC-4KZ-CO-HD	2-Ch DigitalMedia 8G+@ 4K60 4:4:4 HDR Output Card	\$	662.00	3,310.00
510				Council Chamber Video Distribution & Monitors			
520				Clerk Desk			
530				Touch Monitor, 20" Color, 1080p	\$	498.00	498.00
540	1.00	Elo	E398119	Touch Monitor, 20" Color, 1080p	\$	498.00	498.00
550	1.00	Ergotron	90-107-200	Low Profile Mount	\$	39.00	39.00
560	1.00	Creston	DGE-100	Digital Graphics Engine 100	\$	1,130.00	1,130.00



EXHIBIT A - SCHEDULE OF VALUES

Line 1
Line 2
Line 3

Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
570	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+8 Receiver & Room Controller / Scaler	\$	712.00	712.00
580				<u>Clerk Assistant Desk</u>			
590	1.00	Elo	E396119	Touch Monitor, 20", Color, 1080p	\$	498.00	498.00
600	1.00	Ergotron	80-107-200	Low Profile Mount	\$	39.00	39.00
610	1.00	Creston	DGE-100	Digital Graphics Engine 100	\$	1,130.00	1,130.00
620	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+8 Receiver & Room Controller / Scaler	\$	712.00	712.00
630				<u>Council Seating @ Dais</u>			
640	7.00	Elo	E396119	Touch Monitor, 20", Color, 1080p	\$	498.00	3,486.00
650	7.00	Ergotron	80-107-200	Low Profile Mount	\$	39.00	273.00
660	7.00	Creston	DGE-100	Digital Graphics Engine 100	\$	1,130.00	7,910.00
670	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+8 Receiver & Room Controller / Scaler	\$	712.00	712.00
680	1.00	Creston	HD-DA8-4KZ-E	1.8 HDMI@ Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$	509.00	509.00
690				<u>Staff Seating (not to Dais)</u>			
700	6.00	Elo	E396119	Touch Monitor, 20", Color, 1080p	\$	498.00	2,988.00
710	1.00	Creston	DM-RMC-SCALER-C	DigitalMedia 8G+8 Receiver & Room Controller / Scaler	\$	712.00	712.00
720	1.00	Creston	HD-DA8-4KZ-E	1.4 HDMI@ Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$	585.00	585.00
730				<u>Audio System</u>			
740				<u>Microphones</u>			
750							
760	7.00	(OFE) Clock Audio	Existing	Gooseneck Microphone @ Dais, Council Members	\$	-	-
770	8.00	(OFE) Clock Audio	Existing	Gooseneck Microphone @ Dais, Staff	\$	-	-
780	2.00	(OFE) Clock Audio	Existing	Gooseneck Microphone @ Dais, Clerk & Assistant	\$	-	-
790	1.00	(OFE) Clock Audio	Existing	Gooseneck Microphone @ Dais, Lectern	\$	-	-
800				<u>Digital Signal Processor</u>			
810	1.00	QSC	CORE 510I	Integrated CORE w/ Eight I/O Card Slots, 256 X 256 Networked Audio Channels, Dual Redundant Media LAN Ports, One Aux LAN Port, 16 Configurable GPIO, 84 AEC Processors, 2RU	\$	4,746.00	4,746.00
820	4.00	QSC	CIML4	4-Channel Mic / Line Analog Audio Input Card w/ 48V Phantom Power	\$	238.00	952.00
830	3.00	QSC	COL4	4-Channel Balanced Line Level Analog Output Card	\$	215.00	645.00
840	2.00	QSC	CDN64	Q-SYS Dante Bridge Card, 64X64	\$	1,130.00	2,260.00
850	2.00	QSC	IO-8 FLEX	Q-SYS I/O peripheral providing 8 individual, software-switchable Q-SYS Flex Channels (Mic/Line IP with +48v or Line Level OP), 8x8 GPIO, 1x RS232 and Audio-to-USB Blding via USB Device Port. Single cable deployments using PoE+ with an Auxiliary DC power input. All mounting hardware included.	\$	1,187.00	2,374.00
860	2.00	QSC	WCP-1	Wall Control Plate with Rotary Potentiometer	\$	74.00	148.00
870	1.00	Dante	Dante Via and Dante Virtual Soundcard Combo	Requires Dante Virtual Soundcard license from Audinate	\$	68.00	68.00
880				<u>Audio Amplification</u>			
890	1.00	QSC	CXD8 4Q	Networked Amplifier (w/ analog inputs and network connectivity)	\$	3,164.00	3,164.00
900				<u>Wireless Presentation Microphone Systems</u>			
910	4.00	Shure	QLXD24-SM58	Vocal System, Includes QLXD2/SM58 Handheld Transmitter	\$	903.00	3,612.00
920	2.00	Shure	QLXD14-85	Bodypack & Lavalier System, Includes QLXD4 Receiver & Rack Kit, QLXD1 Bodypack, and WL185 Lavalier Microphone	\$	973.00	1,946.00
930	6.00	Shure	SB900A	Shure Lithium-Ion Rechargeable Battery	\$	81.00	486.00
940	3.00	Shure	SBC200-US	Dual Docking Charger w/ PS45US Power Supply	\$	198.00	594.00
950				<u>Wireless Gooseneck Microphone Systems</u>			
960	2.00	Shure	MX415	Gooseneck Microphones, (Black)	\$	228.00	452.00
970	2.00	Shure	R184	R184B Supercardioid Cartridges, (Black)	\$	43.00	86.00
980	2.00	Shure	ULXD8	Wireless Gooseneck Microphone Base for ULXD.	\$	385.00	770.00
990	2.00	Shure	QLXD4-XXX	Diversity Receiver, Rackmount; Frequency TBD	\$	576.00	1,152.00
1000	2.00	Shure	SB900A	Shure Lithium-Ion Rechargeable Battery	\$	81.00	162.00
1010	1.00	Shure	SBC250	Dual Docking Charger w/ PS45US Power Supply	\$	486.00	486.00
1020				<u>Wireless Antenna System</u>			
1030	4.00	Shure	UA864US	Wall-Mounted Wideband Antenna	\$	338.00	1,352.00
1040	1.00	Shure	UA221	Passive Antenna Splitter, Pair	\$	125.00	125.00
1050	4.00	Shure	UA834WB	In-Line Antenna Amplifier for Remote Mounting	\$	135.00	540.00
1060	2.00	Shure	UA844-SWB	Active Antenna Splitter and Power Distribution System for QLXD-D@, ULXD-D@, receivers (470-952 MHz)	\$	429.00	858.00
1070	2.00	Shure	UA8100	100' Antenna Cable	\$	183.00	366.00



EXHIBIT A - SCHEDULE OF VALUES

Line 1
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Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
1080	2.00	Shure	UA850	50' Antenna Cable	\$	75.00	150.00
1090				<u>Staff Seating Area Speakers</u>			
1100	2.00	JBL	CONTROL 25CT	Recessed Ceiling Speaker White, 6.5" 2-Way	\$	120.00	240.00
1110				<u>Audio Recorder</u>			
1120	2.00	Danon	DN-700R	Audio Recorder	\$	424.00	848.00
1130				<u>Control Room Audio Monitors</u>			
1140	2.00	JBL	308P MK2	Reference Monitors	\$	195.00	390.00
1150	2.00	Gator	GFW-SPK-WM100	Wall-mount Bracket for Control Room Audio Monitor	\$	75.00	150.00
1160							
1170	2.00	Listen Technologies	LT-800-072-01	57-Channel RF Transmitter Base: 1/2 Rack Width, 1U	\$	544.00	1,088.00
1180	1.00	Listen Technologies	LA-326	Rackmount Kit	\$	48.00	48.00
1190	1.00	Listen Technologies	LA-130	Remote Antenna Kit	\$	71.00	71.00
1200	1.00	Listen Technologies	LA-81	4-Way Antenna Combiner	\$	143.00	143.00
1210	6.00	Listen Technologies	LR-5200-072	Advanced Intelligent DSP RF Receiver, 72MHz	\$	166.00	996.00
1220	6.00	Listen Technologies	LA-401	Universal Ear Speaker	\$	13.00	78.00
1230	2.00	Listen Technologies	LA-430	Intelligent Earphone / Neck Loop Lanyard	\$	42.00	84.00
1240	1.00	Listen Technologies	LA-422	USB to Micro USB Cable	\$	5.00	5.00
1250	1.00	Listen Technologies	LA-381-01	Intelligent 12-Unit Charging Tray	\$	252.00	252.00
1260	1.00	Listen Technologies	LA-423-04	4-Port USB Charger	\$	26.00	26.00
1270	2.00	Listen Technologies	LA-304	ALS Notification Signage Kit	\$	18.00	32.00
1280							
1290				Control System			
1300				<u>Main Controller & Accessories</u>			
1310	1.00	Apple	Mfg Part MR7F2LL/A	Apple 9.7-inch iPad Wi-Fi - 6th Gen - label - 32GB - 9.7"	\$	364.00	364.00
1311	1.00	Linksys	EA6350	Wireless Access Point	\$	113.00	113.00
1320	1.00	Creston	AV3	3-SERIES Control Processor	\$	2,238.00	2,238.00
1330	1.00	Creston	CAGE3	Control Card Expansion Cage	\$	283.00	283.00
1340	1.00	Creston	C3/O-16	3-Series™ Control Card — 16 Versiport I/O Ports	\$	356.00	356.00
1350	1.00	Brightsign	XD234	Voting System Data Translator	\$	331.00	331.00
1360	1.00	Creston	DMC-4KZ-HD	HDMI® 4K60 4:4:4 HDR Input Card	\$	452.00	452.00
1370	1.00	Creston	TSW-560	5 in. Touch Screen @ Lectern as Countdown Timer	\$	509.00	509.00
1380	1.00	Shuttle	Custom DH110	Micro PC with dual lan (Win 10, 8gb, i3-7100)	\$	995.00	995.00
1390	1.00	QSC	NS-1108P	10 Port Q-Sys Configured Network Switch	\$	735.00	735.00
1400	2.00	QSC	NS-1124P	24-Port Q-Sys Configured Network Switch	\$	1,695.00	3,390.00
1410				<u>Control Room</u>			
1420	1.00	Elo	E045538	Touch Monitor: 15.6", Color, 1080p	\$	502.00	502.00
1430	1.00	Creston	DGE-100	Digital Graphics Engine 100	\$	1,130.00	1,130.00
1440				<u>Green Room (Room 100)</u>			
1450	1.00	Creston	MPC3-201-B	3-Series® Media Presentation Controller 201, Black	\$	331.00	331.00
1460	1.00	Creston	MPC3-101/102/201-RMB	Retrofit Mounting Bracket for MPC3-101 B, MPC3-102-B, and MPC3-201-B	\$	26.00	26.00
1470							
1480				Racks & Accessories			
1490	1.00	Arakis	ACC-CSU	Console Short U (Placeholder)	\$	6,215.00	6,215.00
1500	2.00	Middle Atlantic	ERK-4425-AV	ERK-Series Rack, 44 RU, 25"D, AV-Configured	\$	1,383.00	2,766.00
1510	2.00	Middle Atlantic	TBD	Allowance for Electrical Strips & Rack Accessories	\$	339.00	678.00
1520	3.00	APC	SRT1500RMXL-A-NC	APC Smart-UPS: 1500VA/120V w/ Network Card	\$	1,673.00	5,019.00
1530	3.00	APC	SHT48BP	APC Smart-UPS SRT 48V 1kVA 1.5kVA Battery Pack	\$	551.00	1,653.00
1540	3.00	APC	SRTRK4	Accessory Rackmount Kit for SRT48V Battery Pack	\$	167.00	501.00
1550				<u>Cabling</u>			
1560	20.00	Creston	GBL-HD-6	Creston® Certified HDMI® Interface Cable, 16 Gbps, 6 ft (1.8 m)	\$	25.00	520.00
1570	20.00	Creston	GBL-HD-12	Creston® Certified HDMI® Interface Cable, 16 Gbps, 12 ft (3.6 m)	\$	36.00	720.00
1580	1.00	Creston	GBL-HD-20	Creston® Certified HDMI® Interface Cable, 16 Gbps, 20 ft (6.1 m)	\$	48.00	48.00
1590	6.00	Creston	DM-CBL-8G-P-SP1000	DigitalMedia 8G™ Cable, plenum, 1000 ft spool	\$	611.00	3,666.00
1600	1.00	Creston	DM-8G-CONN-WG-100	Connectors with Wire Guide for DM-CBL-8G DigitalMedia 8G™ Cable, 100-Pack	\$	255.00	255.00
1610	2.00	Platinum Tools	100022C	EZ-RJ45 Connector, shielded, 50 pcs.	\$	108.00	216.00
1620	2.00	Platinum Tools	100030BC	RJ45 boots, BLUE, 50 pcs.	\$	10.00	20.00
1630	3.00	Belden	10GX63F	Category 6 Shielded Cable, Plenum-rated, 4K-rated	\$	1,582.00	4,746.00
1640	1.00	Middle Atlantic	Duct Cool 2PT	Air Exhaust System for Video Projector	\$	435.00	435.00
1650							
1660				Broadcast System			
1670				<u>Council Chamber Cameras & Controller</u>	\$	-	-



EXHIBIT A - SCHEDULE OF VALUES

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Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
1680	7.00	Panasonic	AW-UE150WPJ	Panasonic AW-UE150WPJ 4K-HD 20x PTZ Camera, White	\$	9,332.00	\$ 65,324.00
1690	7.00	Panasonic	FEC-150WMW	Wall-mount Brackets: White	\$	225.00	\$ 1,582.00
1700	4.00	IDX	IA 200A	Camera Power Supply, Dual Output	\$	519.00	\$ 2,076.00
1710	1.00	Panasonic	AW-RP150GJ	Advanced Joystick Controller	\$	2,057.00	\$ 2,057.00
1720	1.00	Panasonic	AW-PS551P	AW-PS551 Power Supply	\$	667.00	\$ 667.00
1730				<u>Video Production Live Switcher</u>	\$	-	\$ -
1740	1.00	NewTek	TC1R3	Tricaster TC1 with backup power supply	\$	18,076.00	\$ 18,076.00
1750	1.00	NewTek	TC1LP	24 Button Controller	\$	10,844.00	\$ 10,844.00
1760	1.00	NewTek	LivePanel Coupon Code	Advanced Access Software	\$	900.00	\$ 900.00
1770	1.00	NewTek	LiveText 2.5	LiveText CG (use any network connected PC)	\$	900.00	\$ 900.00
1780	8.00	NewTek	NDI Camera License	NDI Video License for Cameras	\$	113.00	\$ 904.00
1790	1.00	NewTek	Connect Spark HDMI	Spark HDMI to NDI Converter	\$	508.00	\$ 508.00
1800				<u>Video Server</u>			
1810	1.00	Cablecast (Tightrope Media)	CBL-VIO2-800	Video Server Playback System with Bulletin Board; 3RU, 10TB / RAID5, RTP, RTMP, & HLS Streams. Annual hardware assurance contract for the CBL-FLEX2-345. First 3 years are included with the purchase.	\$	16,809.00	\$ 16,809.00
1820	1.00	Cablecast (Tightrope Media)	CBL-VIO2-HA	Carousal bulletin board configured for installation in Cablecast VIO Video Servers. All Carousal features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletin updated dynamically throughout the day.	\$	3,255.00	\$ 3,255.00
1830	1.00	Cablecast (Tightrope Media)	CQPLAYER-LIC	Annual Software Maintenance contract	\$	1,424.00	\$ 1,424.00
1840	2.00	Cablecast (Tightrope Media)	CBL-SAS-CH-1YR	Annual Software Maintenance contract	\$	1,628.00	\$ 3,256.00
1850	0.00	Line Item Eliminated			\$	-	\$ -
1860	1.00	Cablecast (Tightrope Media)	CBL-CAR CHD BASIC	A Basic Channel Design includes a channel layout with pre-made zones, a custom branded background (in accordance with an organization's style guidelines), starter templates, and icons delivered in a single importable file. The TRMS Creative Team determines the channel layout based on expertise and the end user's needs. Includes up to 3 mockup revisions. Replaces CAR-CBG	\$	2,543.00	\$ 2,543.00
1870	1.00	Cablecast (Tightrope Media)	CBL-STRG-DRV-SYS	Tightrope Spare Content Hard Drive	\$	255.00	\$ 255.00
1880	1.00	Cablecast (Tightrope Media)	CBL-STRG-DRV-SYS	Tightrope Spare System Drive	\$	130.00	\$ 130.00
1890				<u>Close Caption Inserting</u>			
1900	1.00	Link Electronics	Model No. AIP-464	SDICC Encoder with Audio Captions over IP	\$	4,347.00	\$ 4,347.00
1910				<u>Digital Video Recorder</u>			
1920	1.00	AJA	AJA KiPro Ultra Plus	Multi Channel HD Recorder & Player	\$	3,386.00	\$ 3,386.00
1930	6.00	AJA	PAK512-R1*	Solid State Drive for Recording Storage	\$	844.00	\$ 5,064.00
1940	1.00	AJA	KPU-PWR-SUPPLY	Additional Ki Pro Ultra Power Supply and Line Cord for redundant power	\$	67.00	\$ 67.00
1950	1.00	AJA	AJA KPU shell	AJA KPU Rack Shell	\$	67.00	\$ 67.00
1960	2.00	AJA	PAK-DOCK	External dock for all AJA PAK modules with Thunderbolt and USB 3.0 connections to host computer (PAK-DOCK required for connection to host computer)	\$	251.00	\$ 502.00
1970				<u>SDI Video Router</u>	\$	-	\$ -
1980	1.00	AJA	KUMO 3232-12G	KUMO 32 x32 Compact 12G-SDI Router, with Standard Single Power Supply	\$	3,386.00	\$ 3,386.00
1990	1.00	AJA	CP	Networked Control Panel for 32x32 Router	\$	509.00	\$ 509.00
2000	1.00	AJA	KUMO PWR	KUMO Optional +12VDC Power Supply, for Redundant Operation or Spare	\$	61.00	\$ 61.00
2010				<u>Video Conversion & Distribution</u>	\$	-	\$ -
2020	2.00	Cobalt	HPF-9000-N	20-slot openGear® High Power Frame - 2 Rack Unit with Fans and Metal Plates on Rear I/O - Includes one PS-9000 Power Supply and HPF-FC Network Controller Card Orders for 20-slot frames only, without Cobalt Digital cards, will not be accepted. [Options (sold separately) available for this item include PSU-9000, 9000-FSB, SNMP-HPF-FC]	\$	1,571.00	\$ 3,142.00
2030	2.00	Cobalt	PS-9000	Power Supply for HPF-9000 High Power Frame	\$	474.00	\$ 948.00
2040	2.00	Cobalt	9000-FSB	Rear Support Brackets for HPF-9000 High Power Frame	\$	51.00	\$ 102.00
2050	1.00	Cobalt	9363	Multi-Format Reference Generator with Bi-Level, Tri-Level, and AES/Word Clock Outputs	\$	2,467.00	\$ 2,467.00
2060	1.00	Cobalt	9001	3G/HD/SD-SD/ASI Reclocking 1x9 Distribution Amplifier	\$	423.00	\$ 423.00



EXHIBIT A - SCHEDULE OF VALUES

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Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
2070	2.00	AJA	OG-3G-AMA	3G-SDI 4-Ch Analog Audio Embedder/De-Embedder, Balanced XLR, DashBoard Support	\$	674.00	1,348.00
2080	4.00	AJA	OG-HA5-4K	4K HDMI to 4K 4x 3G-SDI, also supports HD-HDMI to HD SDI, DashBoard Support	\$	505.00	2,020.00
2090	1.00	AJA	OG-Hi5-4K-Plus	3G-SDI to HDMI 2.0 with up to UltraHD 60p, also supports HD-SDI to HDHDMI, DashBoard Support	\$	505.00	505.00
2100	2.00	AJA	OG-UDC	3G-SDI up, down, cross-conversion, 2 Ch unbalanced audio output, DashBoard Support	\$	590.00	1,180.00
2110	1.00	Ross Video	UDA-8705A-R2L	Camera Sync Distribution Amplifier, 1x8 (OpenGear Card) (8 Cameras)	\$	273.00	273.00
2120	1.00	Ross Video	UDA-8705A-R2L	System Components Sync & 9th Camera Sync, 1x8 (OpenGear Card)	\$	273.00	273.00
2130	2.00	COVID	P-HDFH-49	HDMI Extension to IT Rack within Control Room	\$	200.00	400.00
2140				<u>Control Room Video Monitoring</u>	\$	-	-
2150	1.00	NEC	C431	43" LED LCD Display, 1080p (Monitor for TriCaster)	\$	778.00	778.00
2160	1.00	COVID	P-HDFH-32	Active HDMI Cable	\$	178.00	178.00
2170	1.00	Chief	PNR2000B	Dual Swing Arm Wall-mount Bracket	\$	424.00	424.00
2180	1.00	Chief	PSB2304	Display Mount Interface Panel	\$	101.00	101.00
2190	1.00	Boland	PVB27	27" Broadcast Series, 3G-SDI (WVfrm & Vectorscope)	\$	3,163.00	3,163.00
2200	1.00	COVID	P-HDFH-32	Active HDMI Cable	\$	178.00	178.00
2210	1.00	Chief	TS118SU	Small ThinStall Dual Swing-arm Articulating Wall-mount	\$	94.00	94.00
2220	2.00	Marshall Electronics	M-LYNX-702W	Dual 7" Rack mountable with HDMI, 3G-SDI, Component, Composite Inputs and Loop-Through (Waveform and Vectorscope)	\$	961.00	1,922.00
2230	4.00	Dell	U2419H	Dell UltraSharp 24 Monitor U2419H	\$	294.00	1,176.00
2240	4.00	COVID	P-HDFH-32	Active HDMI Cable	\$	178.00	712.00
2250	2.00	Chief	KWS220	Single Arm Articulating Wall-mount, Dual Monitor Array	\$	217.00	434.00
2260				<u>H.264 Encoding & Decoding</u>	\$	-	-
2270	1.00	Teradek	TRAX-1100	T-RAX Base Rack System (Codec Cards Not Included)	\$	2,045.00	2,045.00
2280	2.00	Teradek	10-1115	T-RAX HEVC/AVC (H.264 / H.265) Encoder Card	\$	2,558.00	5,116.00
2290	1.00	Teradek	10-1106.2	T-RAX H.264 / H.265 Decoder Card Dual Output	\$	2,558.00	2,558.00
2300	0.00	Line Item Eliminated			\$	-	-
2310	1.00	(OFE) ATT	TBD	ATT Cable Television Decoder (STB)	\$	-	-
2320	1.00	(OFE) Comcast	TBD	Comcast Cable Television Decoder (STB)	\$	-	-
2330				<u>Media (ENG) Support Items</u>	\$	-	-
2340	1.00	Yamaha	T10168	T10168-D; 16-Input, 8-Output Dante Stage Box	\$	791.00	791.00
2350	1.00	SKB	1SKB-SC104U	4U Soft Rack	\$	108.00	108.00
2360				<u>Building-to-Building Fiber Link: CTV Ctrl Rm Endpoints</u>	\$	-	-
2370	1.00	AJA	FiDO-TR	1-Channel 3G-SDI/LC Single-Mode LC Fiber Transceiver (@ CTV Ctrl Rm)	\$	-	-
2380	1.00	AJA	OG-FIBER-TR	OpenGear Card (@ CC Ctrl Rm); 1-Channel 3G-SDI/LC Single Mode LC Fiber Transceiver**	\$	547.00	547.00
2390					\$	-	-
2400				<u>Remote PC KVM System</u>	\$	-	-
2410	1.00	Raritan	Mfg Part DKX3-216	Dominion DKX3-608 - KVM switch - 8 IP Users, 1 Local User, 8 Server Ports, rackmount form factor	\$	4,112.00	4,112.00
2420	6.00	Raritan	Mfg Part D2CIM-DVUSB-HDMI	Raritan Dominion KX II Computer Interface Module - KVM extender	\$	164.00	984.00
2430	4.00	Raritan	DKX3-UST	Raritan Dominion KX III User Station for use with IP-Based DKX III IP-Based KVM Switches	\$	953.00	3,812.00
2440					\$	-	-
2450				<u>Room 203 Audio Video System</u>	\$	-	-
2460				<u>Media Presentation System</u>	\$	-	-
2470	1.00	(OFE) Microsoft	Surface TV	OFE Display on Cart (existing)	\$	-	-
2480	1.00	Crestron	DM-RMC-SCALER-C	DigitalMedia @G+@ Receiver & Room Controller w/Scaler	\$	712.00	712.00
2490				<u>Audio System</u>	\$	-	-
2500	3.00	Shure	MXA 910	Ceiling Microphone Array	\$	3,389.00	10,167.00
2510	3.00	Chief	RPA	VESA Mount for Ceiling Microphone; White	\$	142.00	426.00
2520	3.00	Chief	CMS036W	Fixed-length 36" x 1.5" NTP Pendant Pipe; White	\$	33.00	99.00
2530	3.00	Chief	CMA110	Above-ceiling Mounting Plate for 1.5" NTP Pipe	\$	44.00	132.00
2540	2.00	(OFE) JBL		Wall-mounted Speakers (existing)	\$	-	-
2550				<u>Camera System: Fully Installed</u>	\$	-	-
2560	1.00	Panasonic	AW-UE150WPJ	Panasonic AW-UE150WPJ 4K-HD 20x PTZ Camera, White	\$	9,332.00	9,332.00
2570	1.00	Panasonic	FEC-150WM	Wall-mount Bracket for Camera	\$	225.00	225.00
2580	1.00	IDX	IA-203A	Camera Pwr Supply, Dual Output (included in Headend)	\$	-	-
2590				<u>Camera System: Future Use 2nd Camera</u>	\$	-	-
2600	1.00	(Future) Panasonic	AW-UE150WPJ	Panasonic AW-UE150WPJ 4K-HD 20x PTZ Camera, White (Future or Relocated Camera from Chambers)	\$	-	-



EXHIBIT A - SCHEDULE OF VALUES

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Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
2610	1.00	Panasonic	FEC-150WM	Wall-mount Bracket for Camera	\$	226.00	\$ 226.00
2620	1.00	IDX	IA-70A	Camera Power Supply, Single Output	\$	271.00	\$ 271.00
2630				<u>Control System</u>	\$	-	\$ -
2640	1.00	Creston	TSW-760-B-S	7" Color Touch Screen	\$	791.00	\$ 791.00
2650	1.00	Creston	TSW-UMB-80-BBI	Wall Mount Back Box for TSW-UMB-80	\$	48.00	\$ 48.00
2660							
2670					\$	-	\$ -
2680					\$	-	\$ -
2690					\$	-	\$ -
2700					\$	-	\$ -
2710					\$	-	\$ -
2720					\$	-	\$ -
2730							
2740					\$	-	\$ -
2750					\$	-	\$ -
2760					\$	-	\$ -
2770					\$	-	\$ -
2780					\$	-	\$ -
2790					\$	-	\$ -
CITY OF TRACY SUB-TOTAL:						\$ 355,777.00	\$ 355,777.00
PARTS & MATERIALS							
2790	1	DIVERSIFIED	MATERIALS	LOT, INSTALLATION MATERIALS CABLE, CONNECTORS, HARDWARE, ETC.	\$	8,041.00	\$ 8,041.00
PARTS & MATERIALS SUB-TOTAL:						\$ 8,041.00	\$ 8,041.00
EQUIPMENT / MATERIALS SUBTOTAL:						\$ 363,818.00	\$ 363,818.00



EXHIBIT A – SCHEDULE OF VALUES

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Item #	Qty	Manufacturer	Model	Description	Unit	Extended	Sell Extended
Note: OFE = Owner Furnished Equipment							
SERVICES							
Diversified Project Services							
2800	1	DIVERSIFIED	PM	PROJECT MANAGEMENT & ADMINISTRATION	\$	16,958.00	\$ 16,958.00
2810	1	DIVERSIFIED	ENG	PROJECT DESIGN/ENGINEERING & CAD DRAWINGS	\$	46,370.00	\$ 46,370.00
2820	1	DIVERSIFIED	OFFSITE	PROJECT IMPLEMENTATION - OFF SITE - OSI SHOP	\$	8,992.00	\$ 8,992.00
2830	1	DIVERSIFIED	ONSITE	PROJECT IMPLEMENTATION - ON SITE DIRECT	\$	56,260.00	\$ 56,260.00
2840	1	DIVERSIFIED SUB	SUB-ONSITE	PROJECT IMPLEMENTATION - ON SITE SUB-CONTRACTOR	\$	1,412.00	\$ 1,412.00
2850	1	DIVERSIFIED	POW/TST-COMM	SYSTEM PROGRAMMING, TEST & COMMISSIONING	\$	37,940.00	\$ 37,940.00
2860	1	DIVERSIFIED	TRAINING	SYSTEM TRAINING	\$	4,336.00	\$ 4,336.00
Vendor Commissioning and Other							
2880	0	MFG	PN	DESCRIPTION	\$	-	\$ -
2870	0	MFG	PN	DESCRIPTION	\$	-	\$ -
2880	1	MFG	PN	DESCRIPTION	\$	-	\$ -
2890	1	MFG	PN	DESCRIPTION	\$	-	\$ -
Manufacturers' Operational Training							
2900	1	Newtek	JBA-NTK-TRN-INL-INTRO	Onsite NewTek TriCaster Consultancy (From Quote)	\$	813.00	\$ 813.00
2910	1	MFG	PN	DESCRIPTION	\$	-	\$ -
2920	1	MFG	PN	DESCRIPTION	\$	-	\$ -
2930	1	MFG	PN	DESCRIPTION	\$	-	\$ -
Event Support & Review							
2940	1	MFG	PN	DESCRIPTION	\$	-	\$ -
2950	1	MFG	PN	DESCRIPTION	\$	-	\$ -
SERVICES SUB-TOTAL:						\$ 182,079.00	\$ 182,079.00
OTHER EXPENSES							
2980	1	DIVERSIFIED	EXPENSES	REIMBURSABLE EXPENSES	\$	2,600.00	\$ 2,600.00
2970	1	DIVERSIFIED	FREIGHT	FREIGHT EXPENSE* (BUDGETARY - ACTUAL FREIGHT TO BE BILLED AT COST, AS INCURRED)	\$	5,465.00	\$ 5,465.00
2980	1	DIVERSIFIED	TAX	Sales Tax (8.25% Tracy, CA)	\$	30,014.99	\$ 30,014.99
OTHER EXPENSES SUB-TOTAL:						\$ 38,069.99	\$ 38,069.99
SYSTEM GRAND TOTAL:						\$563,966.99	\$563,966.99
Hide Cells 257-293 if 1							
First Year On-Site Maintenance							
2990	1	DIVERSIFIED	BASIC SERVICE CONTRACT	1 YEAR, Unlimited Service Calls 48hr Response, 1PM, Access to our Global Support with 2hr Response	\$14,948.00	\$	14,948.00
First Year On-Site Maintenance SUB-TOTAL:						\$ 14,948.00	\$ 14,948.00
SYSTEM GRAND TOTAL WITH FIRST YEAR MAINTENANCE:						\$	\$593,914.99



PROPOSAL
March 6, 2019

Client Name
City of Tracy, CA

Project Name
City Council Chambers Audio Video Upgrade



City of Tracy, CA
333 Civic center Plaza
Tracy, CA 95376

Dear Mr Summa:

Thank you for considering Diversified as the design and implementation partner for your Council Chambers.

This document contains our response for audio-visual design and implementation services.

Diversified believes that it is uniquely qualified as a partner for this project based on the following attributes:

- Diversified has well over 2000 installations in Northern CA, and specializes in broadcast systems with customers including the Sacramento Kings, San Jose Sharks, SF Giants, CA Senate, Workday, Apple, Netflix, UBER, Facebook, Google, and various City and County entities using our services for design and implementation.
- Diversified employ's 128 skilled employees in four offices in Northern CA and does not use subcontractors.
- Our partnership with the products specified, Crestron, Panasonic, NewTek, and Ross as evidenced by the fact that we hold the highest certifications available for these product lines.
- Our commitment to maintaining highly trained teams of people has resulted in achieving Avixa's (AV industry's governing trade group) APEx Level certification which is the highest level that can be attained
- The commitment we make to each of our clients to provide state of the art, reliable and easy to use technologies

Diversified is a team of people driven to succeed in their effort to deliver outstanding results and hopes to build our relationship with the City of Tracy.

Regards,

A handwritten signature in black ink, appearing to read 'Don Isbell', is written over the typed name.

Don Isbell

COMPANY PROFILE

CORPORATE HISTORY

Diversified was formed in 1993 as a full-service systems and media technology integration company, originally addressing the technical needs of the broadcast, audio-visual, IT and RF market segments. However, as the market needs continued to grow and evolve, so did Diversified's service offerings. Over the years, the company made a series of strategic investments and acquisitions that not only expanded their portfolio of expertise but also extended their geographic footprint to better serve a growing client base.

With the enhanced capabilities, Diversified emerged as an industry leading technology solutions provider delivering innovative digital media, collaborative, broadcasting, electronic security, and OTT solutions to a global clientele

across a wide array of markets including financial, media & entertainment, enterprise, energy, higher education, technology, healthcare, hospitality, government, and more. As an engineering-centric organization, specialized teams of technical experts partner with clients to design custom solutions that enhance their operations, increase productivity, and help drive ROI.

Today Diversified has more than 30 offices serving Fortune 500 clients around the world and is widely recognized for thought leadership and strategic enterprise implementation. From initial design consultation to deployment to managed services, Diversified is a trusted technology partner.

ORGANIZATION

Diversified delivers services and solutions through specialized, yet collaborative divisions. These industry and technology specialized divisions understand the unique challenges, business issues and emerging technology trends which enables us to deliver solutions tailored to each client's needs.

- Advanced Visual Environments
- Business Consulting Group
- Digital Media Group
- Diversified Global Services
- Electronic Security Solutions
- Federal Solutions Group
- Intelligent Technology Solutions
- Media & Entertainment
- Medical Innovation Group
- Mission Critical Environments
- Sports & Live Events
- Structured Cabling Solutions

1993	Founded
1,500	Employees
\$750M	Revenue
5,000	Integrations/Year
200+	Vehicles Serving Clients
9.1	Out of 10 Customer Satisfaction
3	Network Operation Centers
300,000	Monitored Endpoints



WORLDWIDE DEPLOYMENT

Diversified integrates and maintains technology solutions across the U.S. and around the globe. Many of our large, multi-national clients rely on us to deploy enterprise solutions throughout North America, South America, Europe, Southeast Asia and the Middle

East. Diversified is a founding member of the PSNI Global Alliance, a vetted network of global technology partners and integrators providing additional service and support worldwide.



LEADING THE INDUSTRY

Diversified's distinctions and awards include recognition by the following organizations.



EXECUTIVE LEADERSHIP



Fred D'Alessandro, CEO

Before founding Diversified, Fred D'Alessandro worked as an engineer in the media and entertainment industry, where his fascination with technology and new applications began. He has been instrumental in growing Diversified to the industry leading position it holds today. Fred leads Diversified through corporate planning, strategic market development, creating and maintaining partnerships, overseeing operations, and managing customer and manufacturer relationships. Fred has the knowledge and skills needed to keep Diversified at the forefront of the digital transformation that is redefining the way businesses operate across the globe.



Kevin Collins, President and COO

Kevin has amassed three decades of experience in turnkey broadcast media and AV systems integration, working in and around industry since 1986. Starting with Diversified in 1993 as a startup enterprise, he was one of the company's first ten employees. During his tenure, Kevin has held various key positions in both sales and operations and now serves as President and Chief Operating Officer. He holds direct P&L responsibility for the development of the short and long-term business plans, business development, employee recruiting/retention, process development and cost control.



Bruce Herman, Executive Vice President and CFO

Bruce became Diversified's Executive Vice President, Chief Financial Officer when Diversified acquired Technical Innovation in February 2016. He joined Technical Innovation in March 2014 as EVP, CFO, responsible for all administrative operations. He brings 25 years' Executive Management experience in private and public corporations, including over 15 years as CFO/CEO in private equity portfolio companies.

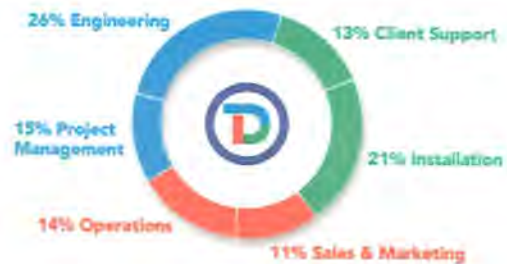


CERTIFIED FOR SUCCESS

Our service offerings are based on the highest technology credentials, backed by world-class project management skills and fueled by a passion for helping clients.

As an engineering-centric company, we make training and certification priorities to ensure our clients receive the best possible service and support.

DISTRIBUTION OF EMPLOYEES



	 REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNERS	 Certified Protection Professional Board Certified in Security Management
 INSTALLERS • DESIGNERS	 CERTIFIED INFORMATION SYSTEMS SECURITY PROFESSIONALS	
 CERTIFIED PROFESSIONAL BROADCAST ENGINEERS	 SECURITY • WIRELESS • DESIGN	
 FELLOW	 ROUTE/SWITCH • VOICE/COLLABORATION	 Project Security Professional Board Certified, All Domains



Our PMP certification and project management practice ensures a thorough, consistent and fully documented approach across all projects. The optimum outcome is achieved through established processes, careful oversight and clear communication.

We also hold certifications from leading manufacturers. Following is a sample with a complete list available upon request.

AV | AMX, Barco, Biamp, Christie, ClearOne, Crestron, Panasonic, NEC, Cisco, and Polycom

BROADCAST | Evertz, Panasonic, Sony, Ross, Newtek, Quantum Storage Systems
IT | Aruba, Cisco, Dell, Microsoft, NetApp, Palo Alto Networks, and VMware

SECURITY | AMAG, Avigilon, DSX, Exacq, Honeywell, Lenel, PremiSys, S2 & Valcom



ORGANIZATIONAL OVERVIEW



Advanced Visual Environments

Our Advanced Visual Environments team provides consultation, design, implementation and maintenance of easy-to-use collaboration spaces that increase productivity.

- Development and implementation of standards-based collaborative meeting spaces
- Providing reliable and easy to use connected experiences in the workplace
- Maximizing value through electronic room scheduling and automated collaboration systems



Business Consulting Group

Brings industry-aware experts to understand your business goals, assess your challenges and formulate solutions that are relevant to your business.

- Leverage a matrixed team of experts to analyze your business, operation and technologies
- Develop a strategy to align tactical operations against strategic business goals
- Specify problem-solving tools & methods and develop a plan for successful execution



Digital Media Group

A full-service managed network provider of digital communication solutions offering state-of-the-art monitoring and management of our clients' infrastructure data.

- Consultation, design, network architecture and dynamic content generation
- Experiential design, digital signage networks and IPTV systems
- Content strategy, graphics/video production, and interactive/UX design
- 24/7/365 network operation center, remote & on-site services



Diversified Global Services

We provide flexible plans tailored to maximize your systems' up-time, reduce your operating costs and prolong your technology investments. Support for your organization is orchestrated through our 24/7/365 Global Service Center.

- Robust client support agreements including: guaranteed on-site response time, regular preventative maintenance visits and unlimited help desk support
- Nationwide support from our highly trained field service technicians who are focused exclusively on service and repair activities
- Equipment coverage enabling customers to avoid the risk of unexpected and expensive equipment replacement





Electronic Security Solutions

Our security experts will help you identify your vulnerabilities and implement the right mix of security strategies and solutions such as comprehensive, IP-based access control, rules-based intrusion and video surveillance—on-premises or in the cloud.

- Managed access control, video surveillance and intrusion detection
- Physical security information management (PSIM) for situational awareness and centralized management
- Mass emergency notification systems for disparate communication platforms



Federal Solutions Group

We understand the unique challenges and requirements of federal customers and have successful past performance within the DoD, intelligence and federal civilian agencies.

- Secure multiple classification A/V systems design and installation
- AV/VTC conference rooms, video walls and operation centers
- AV support, maintenance services and 24/7 help desk
- Unified communications classified / unclassified
- IT infrastructure build-out and modernization



Intelligent Technology Solutions

Our IT certified team offers expert design and implementation of wireless technology, data center and network systems to optimize your IT performance. We partner with clients to deliver secure, reliable IT solutions that serve as the technology backbone for their daily operations.

- Enterprise networking and mobility solutions
- Data center switching, virtualization, computing, storage and back-up for on-premise, hybrid and cloud environments
- Next-gen cybersecurity for risk management and infrastructure security



Media & Entertainment

This team reviews your existing workflows and skillfully designs and integrates scalable network solutions to support your advanced digital media, dramatically increasing operating efficiencies while delivering a superior product that engages your audience.

- Consulting for studio, lighting and set design as well as infrastructure requirements and staffing
- Implementation for content management, archiving, broadcasting, streaming and post production
- Studio & post production facilities, editorial suites
- Mobile production units, broadcast & cable networks





Medical Innovation Group

Our team of medical experts, with deep knowledge of the growing challenges in healthcare, leverage Diversified's extensive expertise to deliver solutions that complement our partner's infrastructure and provide interoperability of new and existing capital assets.

- Clinical integration solutions
- Vendor-neutral content management
- Workflow optimization, data analytics & asset management tools
- Situational awareness applications
- Patient and healthcare professional education solutions



Mission Critical Environments

Provides turn-key, design-build for command and control facilities that allow operators to instantaneously disseminate critical data, accelerating response times through enhanced situational awareness.

- Room design, technology design and room adjacencies for operational control centers
- Advanced visual analytics for data analysis and correlation
- Networked visualization for distributed workforce collaboration
- Emergency, security, utility and intelligence operation centers



Sports & Live Events Group

These sports and live venue specialists team with venue ownership, facilities, and engineering staff to deliver video control rooms, audio, LED displays, and IT solutions creating immersive fan experiences and accelerating ROI in this ever-changing market.

- HD/UHD/IP video control rooms
- Sound reinforcement
- LED displays
- Broadcast and structured cabling
- Audiovisual, IPTV and digital signage



Structured Cabling Solutions

Our certified team of network specialists design and implement integrated voice, data application and management system solutions that power and provide dependable connectivity to your critical IT network infrastructure.

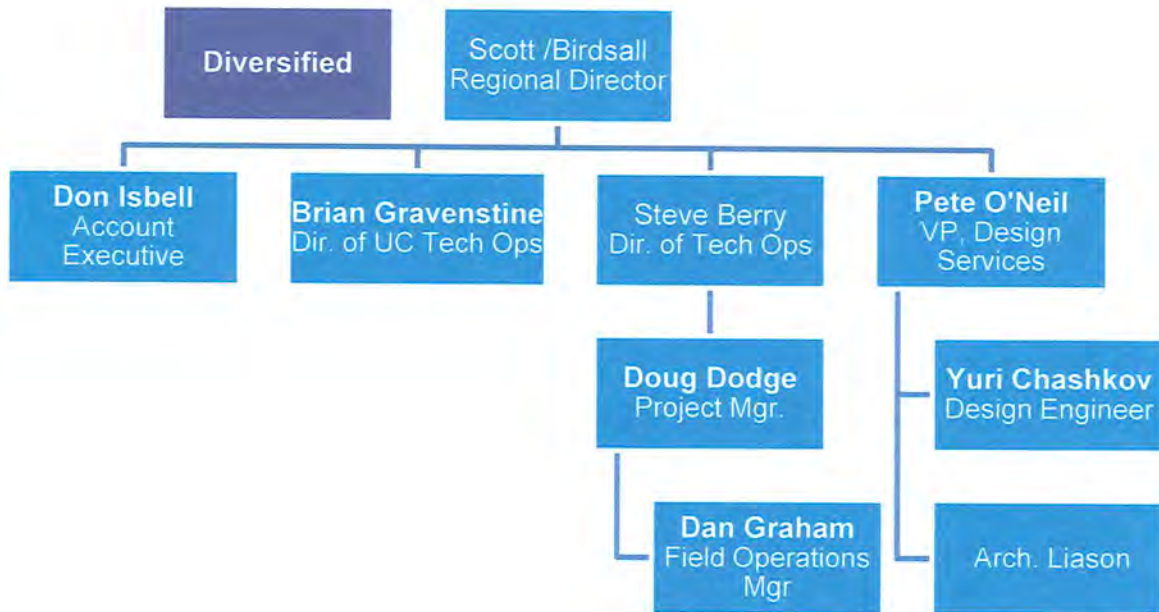
- End-to-end structured cabling systems
- Data center installations
- Fiber-optic installations
- Wireless design and implementation
- BICSI-certified RCDDs



PROJECT LIFE CYCLE



PROJECT TEAM



STAFF RESPONSIBILITIES

Regional Director	Company Executive: Details about his role relative to the project/client
VP, Design Services	Engineering: Details about his role relative to the project/client
Dir. Tech. Ops.	Technical Operations: Details about his role relative to the project/client
Dir. UC Tech Ops	Technical Operations for Unified Communications: Details about his role relative to the project/client
Project Manager	Project Management/Quality Assurance: Responsible for on-site activities, supervises, sequences, coordinates, and monitors work.
Design Engineer	Engineering: Cost estimating, design development, value engineering and review efforts.
Arch. Liaison	Interior Design: Details about her role relative to the project/client
Field Operations Mgr.	Assist Project Manager/Quality Assurance: Responsible for change orders. Assists with scheduling, ordering, material tracking and meetings.



TEAM EXPERIENCE & CERTIFICATIONS

Doug Dodge, Project Manager

The PM serves as the day-to-day point of contact during the construction phase. He/she is responsible for the technical and managerial leadership of the project. He/she is in charge to plan, budget, monitor and report on the project. He/she ensures the scope of the project is sound, reporting regularly on the progress and schedule of the project.

Minimum Experience

20+ years in industry
4 years with Diversified

Certifications

InfoComm CTS
Extron EVEA

Yuriy Chashkov, Design Engineer

Yuriy works with clients to develop application specific systems that meet their exact needs. He is well versed in translating operational needs into a technical specification and serves as the interface between engineering and installation.

Experience

16 years in industry
3 years with Diversified

Certifications

InfoComm CTS-D
Extron EVEA
Crestron DMC-E 4K

Don Isbell, Account Executive, AVE

Name is responsible the success of the project. His role is to act as the team coordinator to make sure all timelines are met and that solutions developed for the client conform to industry and Diversified best practices.

Experience

34 years in industry
5 years with Diversified

Certifications

InfoComm CTS
Clear One Pro Audio I and II
Extron Emerging Tech

Mike Zastro, Programmer AVE, MCE

Mike develops the user interface, control system code and quick reference guides for AV system integration using either the Crestron or AMX languages. He will provide the system code to Field Engineers to commission the final system.

Experience

30 years in industry
11 years with Diversified

Certifications

InfoComm CTS
Extron EVEA
Crestron DMC-E 4K



PROPOSAL

SUMMARY

Diversified has developed this proposal by designing a system, with the information given in your RFP and the answers to the questions posted. We detailed out your requested equipment and took the time to create a working design utilizing this hardware. No substitutes were taken.

The goal is to update the council chambers with update multimedia including new displays and cameras to support the council meetings and meeting rooms and providing updated HD broadcast solutions for the City of Tracy.

Listed options are currently mixed into our final pricing; therefore, a complete equipment list is included with our proposal so that you can see costs. We recommend meeting with the City to discuss which options you can keep under your current budget and we can then produce a final number. The reasoning for Diversified taking this tack is that some of the optional hardware will cause changes to the base system hardware. Adds and Deletes and it is too difficult to break this down as more information on how you use this equipment may be needed. Diversified looks at all our installations as a partnership, with the goal to be a quality system that meets your needs and budget.

Timeline: Current stated timeline of July 17th to August 16th, 2019 for installation, is an acceptable time period for installation. Currently a project of this size and complexity would require 12 weeks from Purchase Order to fulfil. A Gant chart will be developed and sent over for approval within the five days ARO.

System Training: Will be completed with two separate classes. One 3 hour user training for non-technical staff and one 4 hour technical and troubleshooting training. Before each of the training classes a simple users guide will be developed and handed out.

As built drawings, instruction manuals, rack layouts, and programming files will all provided upon completion.

PROJECT ASSUMPTIONS

- Project schedule as agreed upon by Diversified and the client will establish the milestones, dates, and period of performance.
- All work will be performed during regular business hours (Monday-Friday, 8AM – 5PM).
- All workspaces will be continuously available as scheduled.
- All workspaces will be unobstructed, clean, and dust free by the dates shown on the official project schedule.
- All client-provided CAD drawings or building plans provided to Diversified are accurate. (This includes but is not limited to plan views, reflected ceiling plans, elevations, conduit risers, electrical, millwork details, specific mounting details, etc.)
- All necessary technical infrastructure will be available, in place, and functional as defined in the project schedule. (This includes WAN, LAN, cable or satellite, ISDN, POTS lines/digital phones lines, etc.)
- All necessary client provided infrastructure will be provisioned, available, and functional as defined in the project schedule. (This includes the appropriate IP, server, DNS, gateway, and SPID information for any WAN, LAN, or ISDN connection that is part of the system as well as conduit, cable tray, power, grounding, and HVAC)
- All owner furnished equipment and cabling will be available, in place, and functional as defined in the project schedule.
- All electrical services will be available, in place, and functional as defined in the project schedule. (This includes, but is not limited to, AC power, J boxes, conduit/cable pathways, cable trays, grounding wires or rods, floor boxes or pockets, etc.)
- All necessary ceiling trim work, drywall, woodwork, millwork painting, etc., will be in place as defined in the project schedule.
- All user furnished sources will be available during system commissioning and training. (This includes laptops, computers, satellite/cable feeds, etc.)
- Building access through front doors, loading docks, elevators, etc. as required for large equipment and installation load in will be provided.
- Any necessary keys, security badges, clearance, etc. will be provided as needed for the course and duration of the project.
- Parking will be provided within a reasonable distance of the job site.
- All necessary test equipment will be allowed on site with no restrictions.
- Appropriate client representatives will be available during the course of the project and any scheduled training sessions.
- Any changes in the above assumptions must be approved by Diversified and the client following the prescribed change management process and the ramifications communicated.

Diversified Responsibilities

- Inspection and site survey (on premise).
- Weekly project status reports.
- Communicate proposed changes in writing as soon as they arise and follow prescribed change management process expeditiously.
- System delivery, installation, and testing as defined by functional scope.
- Training provided after completion of system installation.
- Clean up work area at end of each day.

Initials of the Parties _____

Client Responsibilities

- The client will assign a single point of contact authorized to sign off on all project deliverables.
- Communicate proposed changes to any scope, assumptions, or schedule as soon as they arise and follow prescribed change management process expeditiously
- Equipment damage from dust or other contaminants during the course of the project.
- Provide relevant architectural changes to the facility in order to accommodate the integration of equipment supplied by Diversified. (This includes, but is not limited to, rough openings for projection screens, ceiling finish work for projection screens, painting requirements for rear projection rooms (flat back), window treatments, lighting control systems, and lighting changes.)
- Identify third-party contractors (i.e., electricians, construction personnel, architects, and designers) and determine the client coordinator.
- Provide clean and secure installation area during project period. If the space is not clean or secure during installation, Diversified will only deliver equipment that is signed for. Client assumes risk for loss or damage to equipment under these conditions.
- Ensure all larger screen displays and projectors are turned off after use to prevent image burn. Diversified is not responsible for image burn caused by static images displayed over an extended period of time.

Schedule

- Project schedule will be provided within five (5) days of receipt of purchase order or signed contract. This schedule includes client milestones, design, equipment procurement, programming, on-site work, and customer training and is based on the assumptions listed above.

General Notes

- Diversified utilizes non-union labor. Union labor requirements will be the responsibility of the client.
- Diversified is not a high voltage contractor and as such will subcontract the high voltage work in the fulfillment of this project. Work will be limited to installation of the receptacles for the new LCD displays in the Chambers.
- Job scope provides proprietary information developed by Diversified for the purpose of defining this specific project. This information may not be used by the owner or other contractors without written consent.
- Final completion and warranty engagement is reached when the items listed on this document are fulfilled. This includes testing, commissioning, and training on fully-operational integrated systems. In large multi-room projects, rooms may be brought online on a pre-determined schedule in order for warranty to remain in sync.
- Proposed changes to this document or additional labor charges resulting from changes to the scope, assumptions, or schedule are subject to a Change Order according to the prescribed change management process and may result in additional charges.

Warranty

- Proposed system is without Diversified On-Site warranty service contract. The cost for this service is based on the value of the equipment installed (minus Racks and other static equipment). The estimated amount for the first year will depend on the final equipment list and is estimated at \$9,600.00 for the first-year unlimited calls with 48 hour guaranteed on-site and two preventative maintenance calls.

Conclusion

- This document, including any referenced attachments, represents Diversified and the Client's mutual understanding of the scope, schedule, and functionality for the systems to be designed and installed.

Terms

- 30% deposit, 30% due upon receipt of equipment at Diversified warehouse, 40% due upon completion of the project.

Initials of the Parties _____

Item #	Qty	Manufacturer	Model	Description	Unit	Extended
SPECIAL VENDOR 1				Discount	0.00%	
SPECIAL VENDOR 2				Discount	0.00%	
SPECIAL VENDOR 3				Discount	0.00%	
Note: OFE = Owner Furnished Equipment						
JOB Name						
Room Name						
10				Display		
20	1	Panasonic	TH-98SQ1W	98" Display	\$	-
30	1	Chief	XSM1U	Wall Mount	\$	11,798.00
40	2	Panasonic	TH-75EF1U	75" Display	\$	190.00
50	2	Chief	LSTU	Wall Mount with Articulating Arm	\$	1,752.00
60	2	Panasonic	TH50EQ-U	50" Display	\$	3,504.00
70	2	Chief	MSTU	Wall Mount	\$	11,299.00
80	1	Elmo	PX-10	HD Document Camera	\$	22,598.00
90	1	DSAN	Pro-2000TBT	Clock timer system	\$	876.00
100	1	DSAN	VC2000X	Network Extender	\$	98.00
110	1	DSAN	Data Connect	Software	\$	1,657.00
120	2	DSAN	IP2000X	Network Extender	\$	855.00
130					\$	307.00
140	1	Barco	CS-200	Clickshare (two input)	\$	215.00
150				Green Room Display	\$	215.00
160	1	Panasonic	TH50EQ-U	50" Display	\$	430.00
170	1	Chief	MSTU	Wall Mount	\$	-
180				Booth Monitor	\$	-
190	1	HP	N223	Monitor 21.5" LED monitor	\$	1,629.00
200					\$	-
210					\$	-
220					\$	-
230				Video	\$	-
240	15	HP	Monitor 21.5" LED monit	N223 (Recommended - May not be needed)	\$	-
250	1	Crestron	DM-TX-201-C	DigitalMedia 8G+@ Transmitter 201	\$	113.00
260	1	Crestron	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ Switchers, HDBaseT@ Compatible	\$	1,695.00
270	1	Crestron	DM-TX-201-C	DigitalMedia 8G+@ Transmitter 201	\$	737.00
280	1	Crestron	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ Switchers, HDBaseT@ Compatible	\$	737.00
290	1	Crestron	DMC-4KZ-HD	HDMI@ 4K60 4:4:4 HDR Input Card for DM@ Switchers	\$	624.00
300	1	TBD	TBD	Custom Rack input plate Allowance	\$	737.00
310	1	Crestron	DM-TX-200-C-2G-W-T	Wall Plate DigitalMedia 8G+@ Transmitter 200, White Textured	\$	59.00
320	1	Crestron	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ Switchers, HDBaseT@ Compatible	\$	793.00
330	1	Crestron	DM-TX-201-C	DigitalMedia 8G+@ Transmitter 201	\$	624.00
340	1	Crestron	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ Switchers, HDBaseT@ Compatible	\$	737.00
350	1	Crestron	DMC-SDI	3G-SDI Input Card for DM@ Switchers	\$	624.00
360	1	Crestron	DM-TX-201-C	DigitalMedia 8G+@ Transmitter 201	\$	680.00
370	1	Crestron	DMC-4KZ-C	DigitalMedia 8G+@ 4K60 4:4:4 HDR Input Card for DM@ Switchers, HDBaseT@ Compatible	\$	737.00
380					\$	624.00
390	2	Crestron	HD-DA8-4KZ-E	1:8 HDMI@ Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$	-
400	11	Crestron	DM-RMC-200-C	DigitalMedia 8G+@ Receiver & Room Controller 200	\$	567.00
410	6	Crestron	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+@ 4K60 4:4:4 HDR Output Card for DM@ Switchers	\$	1,065.00
420	1	Crestron	DMC-HDO	2-Channel HDMI@ Output Card for DM@ Switchers	\$	619.00
430	1	Kramer	FC-113	HDMI to 3G/HD-SDI Format Converter	\$	413.00
440					\$	708.00
450				Audio	\$	-
460	1			INTEGRATED CORE WITH EIGHT I/O CARD SLOTS, 256 X 256 NETWORKED AUDIO CHANNELS, DUAL REDUNDANT MEDIA LAN PORTS, ONE AUXILIARY LAN PORT, 16 CONFIGURABLE GPIO, 64 AEC PROCESSORS, 2RU. CAN ALSO BE CONFIGURED VIA SOFTWARE AS AN I/O-FRAME OFFERING 128 X 128 NETWORKED AUDIO CHANNELS.	\$	4,956.00
		QSC	CORE 510I			

Item #	Qty	Manufacturer	Model	Description	Unit	Extended
		SPECIAL VENDOR 1	Discount		0.00%	
		SPECIAL VENDOR 2	Discount		0.00%	
		SPECIAL VENDOR 3	Discount		0.00%	
Note: OFE = Owner Furnished Equipment						
470	4			FOUR CHANNELS OF MICROPHONE / LINE-LEVEL ANALOG AUDIO INPUT WITH 48V PHANTOM POWER	\$ 248.00	\$ 992.00
480	2	QSC	CIML4	FOUR CHANNELS OF BALANCED, LINE-LEVEL ANALOG OUTPUT	\$ 225.00	\$ 450.00
490	1	QSC	COL4	Q-SYS DANTE BRIDGE CARD, 64X64	\$ 1,180.00	\$ 1,180.00
500	2		CDN64	QUAD DIGITAL WIRELESS RECEIVER WITH INTERNAL POWER SUPPLY, 1/2 WAVE	\$ 4,697.00	\$ 9,394.00
510	4	Shure	ULXD4Q=G50	ANTENNA AND RACK MOUNTING HARDWARE		
520	2	Shure	ULXD2/SM58=G50	HANDHELD TRANSMITTER WITH SM58® MICROPHONE	\$ 421.00	\$ 1,684.00
530	2	Shure	ULXD1=G50	DIGITAL WIRELESS BODYPACK TRANSMITTER WITH MINIATURE 4-F	\$ 393.00	\$ 786.00
540			WL185	Lavalier Condenser Microphone	\$ 128.00	\$ 256.00
550	2	Shure	ULXD8	Gooseneck Base Transmitter	\$ 402.00	\$ 804.00
560	2	Shure	MX415	Gooseneck Microphones	\$ 236.00	\$ 472.00
570	8	Shure	SB900A	SHURE LITHIUM-ION RECHARGEABLE BATTERY	\$ 85.00	\$ 680.00
580	2	Shure	UA864	Wall-Mounted Wideband Antenna	\$ 336.00	\$ 672.00
590	1	Shure	SBC250	2-Bay Networked Charging Station for MX415 Gooseneck Microphones	\$ 511.00	\$ 511.00
600	1	Shure	SBC200-US	DUAL DOCKING CHARGER WITH PS45US POWER SUPPLY	\$ 197.00	\$ 197.00
610	2	Shure	SBC200	DUAL DOCKING CHARGER, POWER SUPPLY NOT INCLUDED	\$ 144.00	\$ 288.00
620	1	Shure	WA616M	Color ID Rings, kit of 5	\$ 12.00	\$ 12.00
630	1	Shure	MXA310B	Steerable Mic Array	\$ 728.00	\$ 728.00
640	1	Shure	UA834WB	Active Antenna Amplifier	\$ 134.00	\$ 134.00
650	2	Shure	UABIAST	Bias-T Module	\$ 62.00	\$ 124.00
660	1	QSC	CXD8.8Q	Networked Amplifier (with analog inputs and network connectivity)	\$ 4,248.00	\$ 4,248.00
670	1	Denon	DN-700R	Audio Recorder	\$ 443.00	\$ 443.00
680	2	Genelec	8020D	Near field Monitors	\$ 457.00	\$ 914.00
690	2	Genelec	8000-402B	Genelec 8000-402B Adjustable Wall Mount for 8000 Series	\$ 129.00	\$ 258.00
700	1	Shure	A310	Flush Mount for MXA310	\$ 95.00	\$ 95.00
710					\$ -	\$ -
720				Control	\$ -	\$ -
730	1	Crestron	AV3	3-SERIES CONTROL PROCESSOR	\$ 2,441.00	\$ 2,441.00
740	2	Crestron	TSW-1060	10.1 in. Touch Screen	\$ 1,360.00	\$ 2,720.00
750	2	Crestron	TSW-1060-TTK	Tabletop Kit for TSW-1060	\$ 148.00	\$ 296.00
760	1	Crestron	TSW-560	5 in. Touch Screen	\$ 567.00	\$ 567.00
770	1	Crestron	TSW-UMB-60	Universal Mounting Bracket for TSS-7, TSS-10, & TSW-x60 Series	\$ 24.00	\$ 24.00
780	1	Crestron	TSW-UMB-60-BBI	Wall Mount Back Box for TSW-UMB-60	\$ 54.00	\$ 54.00
790	1	TP-LINK	T1600G-52PS	48-PORT GIGABIT SMART POE SWITCH W/ 383W OF POE POWER AT	\$ 582.00	\$ 582.00
800	1	Crestron	MPC3-201-B	3-Series® Media Presentation Controller 201, Black	\$ 384.00	\$ 384.00
810	1	Crestron	MPC3-101/102/201-RME	Retrofit Mounting Bracket for MPC3-101-B, MPC3-102-B, and MPC3-201-	\$ 30.00	\$ 30.00
820	1	Crestron	C3IQ-16	3-Series™ Control Card – 16 Versiport I/O Ports	\$ 413.00	\$ 413.00
830					\$ -	\$ -
840					\$ -	\$ -
850				Rack, Accessories, Specialty Cabling	\$ -	\$ -
860	1	Middle Atlantic	ERK-4425-AV	ERK SERIES RACK, 44 RU, 25"D, AV CONFIGURED	\$ 1,455.00	\$ 1,455.00
870	2	Shure	UA8100	100' Antenna Cable	\$ 191.00	\$ 382.00
880	1	Shure	UA850	50' Antenna Cable	\$ 78.00	\$ 78.00
890	20	Crestron	CBL-HD-6	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 6 ft (1.8 m)	\$ 30.00	\$ 600.00
900	20	Crestron	CBL-HD-12	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 12 ft (3.6 m)	\$ 42.00	\$ 840.00
910	1	Crestron	CBL-HD-20	Crestron® Certified HDMI® Interface Cable, 18 Gbps, 20 ft (6.1 m)	\$ 59.00	\$ 59.00
920	100	BELDEN	100010B	RJ45 connectors for 2413 cat6 cable, shielded	\$ 6.00	\$ 600.00
930	100	BELDEN	105077	RJ45 boots, white	\$ 6.00	\$ 600.00
940	3	BELDEN	BELDEN-2413 0091000	2413 Category 6 plenum white	\$ 343.00	\$ 1,029.00
950	1	Middle Atlantic	UPS-2200R-8	UPS for Critical Equipment	\$ 1,198.00	\$ 1,198.00
960	1	Middle Atlantic		Allowance for Rack accessories	\$ 354.00	\$ 354.00
970	1	Arrakis	ACC-CSU	Console Short U	\$ 5,310.00	\$ 5,310.00
980					\$ -	\$ -
990				Room 109 and 203	\$ -	\$ -
1000	1	Microsoft	Surface TV	OFE Display	\$ -	\$ -
1010					\$ -	\$ -
1020					\$ -	\$ -
1030				Broadcast System	\$ -	\$ -

Item #	Qty	Manufacturer	Model	Description	Unit	Extended
SPECIAL VENDOR 1				Discount	0.00%	
SPECIAL VENDOR 2				Discount	0.00%	
SPECIAL VENDOR 3				Discount	0.00%	
Note: OFE = Owner Furnished Equipment						
1040	1	Tightrope Media	CBL-Flex2-345	Video Server Playback System with Bulletin Board	\$ 15,057.00	\$ 15,057.00
1050	1	Tightrope Media	CBL-STRG-DRV-2TB	Spare Hard Drive	\$ 266.00	\$ 266.00
1060	1	Tightrope Media	Hardware Assurance	5 year Warranty and Software	\$ 1,416.00	\$ 1,416.00
1070	1	Ross Video	OG3-FR-CN	Open Gear Frame w/Redundant Power Supply	\$ 2,028.00	\$ 2,028.00
1080	1	Ross Video	MUX-8258-8C	8-channel 3G/HD/SD SDI Analog Audio Embedder card	\$ 1,363.00	\$ 1,363.00
1090	1	Ross Video	MUX-8259-8C	8-channel 3G/HD/SD SDI Analogy Audio De-embedder card	\$ 1,363.00	\$ 1,363.00
1100	1	Ross Video	PS-OG3	Redundant or Spare 450 watt Power Supply	\$ 459.00	\$ 459.00
1110	1	Ross Video	FSB-OG3	OG3 Rear Support Bars and Brackets	\$ 49.00	\$ 49.00
1120	2	Ross Video	SPG-8260	Sync Pulse Generator card	\$ 1,870.00	\$ 3,740.00
1130	1	Ross Video	UDC-8625A-A	3G/HD/ SD SDI – SD SDI Multifunction Format Convector.. Unbalance au	\$ 2,809.00	\$ 2,809.00
1140					\$ -	\$ -
1150	1	Cobalt	BBG-1060-TG2-REF1	Test Generator	\$ 4,064.00	\$ 4,064.00
1160	1	AJA	GEN10	Sync Generator	\$ 306.00	\$ 306.00
1170	1	Sierra Video	Aspen 3232HD-3G	3G 32x32 SDI router	\$ 3,746.00	\$ 3,746.00
1180	1	Marshall Electronics	V-R173-DLW	Advanced SDI Diagnostic Monitor	\$ 2,477.00	\$ 2,477.00
1190	1	AJA	Ki Pro Ultra Plus	Recorder	\$ 3,536.00	\$ 3,536.00
1200	1	AJA	Pak 2000	Recording storage	\$ 1,589.00	\$ 1,589.00
1210	2	AJA	FiDO-TR	1-Channel 3G-SDI/LC Single-Mode LC Fiber Transceiver	\$ 439.00	\$ 878.00
1220	1	Newtek	TC1R3	Tricaster TC1 with backup power supply	\$ 19,196.00	\$ 19,196.00
1230	1	Newtek	TC1LP	24 Button Controller	\$ 11,516.00	\$ 11,516.00
1240	1	Newtek	LivePanel Coupon Code	Access Software	\$ 956.00	\$ 956.00
1250	1	Newtek	Livetext 2.5	Livetext CG (use any network connected PC)	\$ 956.00	\$ 956.00
1260	1	Newtek	Connect Spark HDMI	Spark HDMI to NDI Converter	\$ 539.00	\$ 539.00
1270	1	Teradek	10-1100	T-RAX Base Rack System (Codec Cards Not Included)	\$ 1,879.00	\$ 1,879.00
1280	1	Teradek	10-1105	T-RAX H.264 Encoder Card	\$ 1,501.00	\$ 1,501.00
1290	1	Teradek	10-1106-2	T-RAX H.264 Decoder Card Dual Output	\$ 1,407.00	\$ 1,407.00
1300		Microsoft			\$ -	\$ -
1310	8	Panasonic	AW-UE150WPJ	NDI Cameras	\$ 9,910.00	\$ 79,280.00
1320	8	Vaddio	535-2000-243	Wall-mount Brackets	\$ 101.00	\$ 808.00
1330	1	Panasonic	AW-RP150	Touchscreen Remote Camera Controller	\$ 2,148.00	\$ 2,148.00
1340					\$ -	\$ -
1350	1	Shuttle	Custom DH110	Micro PC with dual lan (Win 10, 8gb, i3-7100)	\$ 1,039.00	\$ 1,039.00
1360	3	NEC	E221N-BK	Triple Monitor Station	\$ 218.00	\$ 654.00
1370	1	Chief	KTC325B	Triple Monitor Mount	\$ 245.00	\$ 245.00
1380					\$ -	\$ -
1390				Assistive Listening System	\$ -	\$ -
1400	1	Listen Technologies	LT-84-01	IR 2-Channel Transmitter / Radiator Combo	\$ 499.00	\$ 499.00
1410	1	Listen Technologies	LA-141	Stationary IR Expansion Radiator (for LT-84 only)	\$ 363.00	\$ 363.00
1420	4	Listen Technologies	LR-5200-IR	Advanced Intelligent DSP IR Receiver	\$ 184.00	\$ 736.00
1430	2	Listen Technologies	LA-347-WH	Wall Box Mounting Plate	\$ 13.00	\$ 26.00
1440	4	Listen Technologies	LA-401	Universal Ear Speaker	\$ 15.00	\$ 60.00
1450	2	Listen Technologies	LA-430	Intelligent Earphone / Neck Loop Lanyard	\$ 47.00	\$ 94.00
1460	1	Listen Technologies	LA-422	USB to Micro USB Cable	\$ 5.00	\$ 5.00
1470	1	Listen Technologies	LA-381-01	Intelligent 12-Unit Charging Tray	\$ 280.00	\$ 280.00
1480	1	Listen Technologies	LA-423-04	4-Port USB Charger	\$ 27.00	\$ 27.00
1490	2	Listen Technologies	LA-304	ALS Notification Signage Kit	\$ 18.00	\$ 36.00
1500					\$ -	\$ -
1510					\$ -	\$ -
1520					\$ -	\$ -
1530				Option 1 (8 Additional Analog input channels)	\$ -	\$ -
1540	1	Crestron	DM-MD16X16-CPU3-RP	16x16 DigitalMedia™ Switcher	\$ 5,551.00	\$ 5,551.00
1550					\$ -	\$ -
1560	8	Crestron	DMC-VGA	DM VGA Input card	\$ 567.00	\$ 4,536.00
1570					\$ -	\$ -
1580					\$ -	\$ -
1590				Option 2 (4 additional analog output channels)	\$ -	\$ -
1600	1	Whirlwind Audio	Pressmite	Portable Press Box	\$ 881.00	\$ 881.00
1610	1	Covid	Custom	XLR Plate for Press (Black)	\$ 42.00	\$ 42.00
1620	1	QSC	I/O-8 Flex	Q-SYS 8 channel switchable Flex Channels	\$ 1,239.00	\$ 1,239.00
1630					\$ -	\$ -

Item #	Qty	Manufacturer	Model	Description	Unit	Extended
SPECIAL VENDOR 1 Discount 0.00%						
SPECIAL VENDOR 2 Discount 0.00%						
SPECIAL VENDOR 3 Discount 0.00%						
Note: OFE = Owner Furnished Equipment						
1640				Option 3 (Replace Projection screen)	\$	-
1650	1	DaLite	34549LS	Replacement Screen	\$	2,844.00
1660	1	Panasonic	PT-RZ870WU	Laser Projector	\$	10,408.00
1670	1	Panasonic	PT-DLE350	Projector Lens	\$	2,320.00
1680	1	Chief	RPMCUS	Projector Mount	\$	178.00
1690	1	Crestron	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR	\$	737.00
1700	1	Crestron	DM-RMC-200-C	Output Card for DM® Switchers	\$	737.00
1710				DigitalMedia 8G+® Receiver & Room Controller 200	\$	1,110.00
1720					\$	-
1730	15	Taiden	HCS-4886CW/52	Option 4 (Replace all DAIS mics to a digital system)	\$	-
1740	1	Taiden	HCS-4100MA/52	Voting unit	\$	-
1750				Main unit	\$	-
1760				Taiden Quote #4672	\$	29,400.00
1770					\$	-
1780	10	Taiden	HCS-1080/50	Option 5 (Digital name plates)	\$	-
1790	1	Taiden	HCS-1080T	Wired E-ink Electronic Nameplate	\$	691.00
1800	1	Taiden	HCS-4231/50	Electronic Nameplate Adaptor	\$	-
1810				Electronic Nameplate Management Software Module	\$	2,351.00
1820					\$	-
1830				Option 6 (Messaging window)	\$	-
1840					\$	-
1850				Include with	\$	-
1860					\$	-
1870					\$	-
1880	1	Crestron	TST-902	Option 7 (4th Crestron wireless control panel)	\$	-
1890	1	Crestron	CEN-GWEXER-PWE	8.7" Wireless Touch Screen. Battery pack and Table dock station	\$	1,077.00
1900				included	\$	156.00
1910				infinET EX® & ER Wireless Gateway w/PoE Injector	\$	-
1920					\$	-
1930	2	Shure	MXA910	Option 8 (Room 203 ceiling mics)	\$	-
1940				24" X 24" (603.8mm x 603.8mm - U.S.) Ceiling Array Microphone. Availat	\$	-
1950					\$	-
JOB Name SUB-TOTAL:						\$ 333,681.00
PARTS & MATERIALS						
1950	1	DIVERSIFIED	MATERIALS	LOT, INSTALLATION MATERIALS CABLE, CONNECTORS, HARDWARE, ETC.	\$	19,688.00
PARTS & MATERIALS SUB-TOTAL:						\$ 19,688.00
EQUIPMENT / MATERIALS SUBTOTAL:						\$ 353,369.00

Item #	Qty	Manufacturer	Model	Description	Unit	Extended
		SPECIAL VENDOR 1	Discount		0.00%	
		SPECIAL VENDOR 2	Discount		0.00%	
		SPECIAL VENDOR 3	Discount		0.00%	

Note: OFE = Owner Furnished Equipment

SERVICES
Diversified Project Services

1960	1	DIVERSIFIED	PM	PROJECT MANAGEMENT & ADMINISTRATION	\$ 23,832.00	\$ 23,832.00
1970	1	DIVERSIFIED	ENG	PROJECT DESIGN ENGINEERING & CAD DRAWINGS	\$ 33,020.00	\$ 33,020.00
1980	1	DIVERSIFIED	OFFSITE	PROJECT IMPLEMENTATION - OFF SITE - DSI SHOP	\$ 7,840.00	\$ 7,840.00
1990	1	DIVERSIFIED	ONSITE	PROJECT IMPLEMENTATION - ON SITE DIRECT	\$ 41,820.00	\$ 41,820.00
2000	1	DIVERSIFIED SUB	SUB ONSITE	PROJECT IMPLEMENTATION - ON SITE SUB-CONTRACTOR	\$ 7,060.00	\$ 7,060.00
2010	1	DIVERSIFIED	PGM/TST/COMM	SYSTEM PROGRAMMING, TEST & COMMISSIONING	\$ 28,400.00	\$ 28,400.00
2020	1	DIVERSIFIED	TRAINING	SYSTEM TRAINING	\$ -	\$ -

Vendor Commissioning and Other

2020	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2030	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2040	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2050	1	MFG	PN	DESCRIPTION	\$ -	\$ -

Operational Training

2060	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2070	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2080	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2090	1	MFG	PN	DESCRIPTION	\$ -	\$ -

Event Support & Review

2100	1	MFG	PN	DESCRIPTION	\$ -	\$ -
2110	1	MFG	PN	DESCRIPTION	\$ -	\$ -

SERVICES SUB-TOTAL: \$ 141,972.00

OTHER EXPENSES

2120	1	DIVERSIFIED	EXPENSES	REIMBURSABLE EXPENSES	\$ 2,600.00	\$ 2,600.00
2130	1	DIVERSIFIED	FREIGHT	FREIGHT EXPENSE* (BUDGETARY - ACTUAL FREIGHT TO BE BILLED AT COST, AS INCURRED)	\$ 5,300.00	\$ 5,300.00
2140	1	DIVERSIFIED	TAX	Sales Tax (8.25% Tracy, CA)	\$ 29,152.94	\$ 29,152.94

OTHER EXPENSES SUB-TOTAL: \$ 37,052.94

SYSTEM GRAND TOTAL: \$532,393.94

Hide Cells 257-263 if

PAYMENT & PERFORMANCE BOND

2150	0	DIVERSIFIED	DS BOND	PERFORMANCE BOND	\$4,525.00	\$ -

PAYMENT & PERFORMANCE BOND SUB-TOTAL: \$ -



References

Owner: State of CA, Department of General Services
Project: East End Project
Location: Sacramento, CA
Construction Manager: Kitchell
Contract Amount: \$860,000
Scope of Work: Multi-floor audiovisual build out including two VTC rooms, 4 divisible training rooms, two medium sized conference rooms, a hearing room, and a large auditorium.
Contact: Vito Sgromo, Vito.Sgromo@dgs.ca.gov Cell 916 591-3522
Construction Adherence 100% on-time, on-budget. Completed March 2018

Owner: City of Chico, CA
Project: Council Chambers Upgrade
Location: Chico, CA
Construction Manager: None
Contract Amount: \$367,000
Scope of Work: Full audiovisual and broadcast system design build, including two smaller breakout rooms.
Contact: Deborah Presson debbie.presson@Chicoca.gov 530 896-7251
Construction Adherence 100% on-time, on-budget. Completed June 2018

Owner: City of Dublin, CA
Project: Council Chambers Upgrade
Location: Dublin, CA
Construction Manager: None
Contract Amount: \$197,600
Scope of Work: Full audiovisual and broadcast system build with the reuse of some broadcast components.
Contact: Hazel Wetherford hazelwetherford@dublin.ca.gov 925 452-2158
Construction Adherence 100% on-time, on-budget. Completed November 2017

Owner: **Aruba Networks**
Project: Building D & CEC
Location: Santa Clara, CA
Architect: IA Architects
General Contractor: Devcon Construction
Contract Amount: \$2,000,000.+
Scope of Work: Multi-floor audiovisual build-out of Huddle spaces, small, medium, large, X-Large Conference rooms, divisible training rooms, customer facing interactive experience wall.
Contact: James Copello, james.copello@hpe.com
Construction Adherence: 100% on-time, on-budget

Owner: **Capital Group Companies**
Project: **LA0333 NAD & PCS**
Address: Los Angeles, CA
Architect: Gensler
General Contractor: Howard Building Corporation
Consultant: Diversified
Contract Amount: \$5,000,000+
Scope of Work: Multi-floor audiovisual build out of small, medium, large, training, executive boardrooms, broadcast/production studio.
Contact: Simon Mah, Manager Communications Engineering
smm@capgroup.com
Construction Adherence: 100% on-time, on-budget

Owner: **Uber**
Location: Palo Alto, California
Project: Palo Alto Expansion
Contract Amount: \$500,000.
Scope of Work: Audiovisual conference rooms, small, medium large and multi-purpose. Open Cafetorium/All Hands
Contact: Ryan Newburg, ryan.newburg@uber.com
Construction Adherence: 100% on-time, on-budget

Owner: **Ebay Inc.**
Project: Main Street
Location: San Jose, CA
General Contractor: Blach Construction
Consultant: ESI Design
Architect: Gensler
Contract Amount: \$3,500,000.
Scope of Work: Audiovisual experience lobby with 1.6mm LED columns, 3x3 interactive touch wall, real-time CMS content data display system, custom touch screen ebay ordering systems, integrated multi-zone audio for entire indoor and

outdoor facility. Main Street All-Hands, 50ft of 2.4mm LED displays mosaic system tied to CMS servers and content, Prysm Cascade 190 executive boardroom.

Contact:

Chris White, chriwhite@ebay.com

Construction Adherence

100% on-time, on-budget. Completed January 2018

Additional videos with reference to our work:

- Boston Children's Hospital <https://www.youtube.com/watch?v=DD7gk2kHP3g>
- Ebay Main St. Silicon Valley <https://vimeo.com/193393534>
- Apple Steve Jobs Theater - Tim Cook dedicates the new Steve Jobs Theater (CNET) <https://www.youtube.com/watch?v=KENk9AZNQzM>
- 180 North LaSalle, Chicago <https://vimeo.com/171480675>
- George W. Bush Presidential Library, Dallas <https://www.youtube.com/watch?v=IFa9sXx1F4U>
- Samsung 837, New York <http://mashable.com/2016/02/20/samsung-837-flagship/#tmMRkkO7taqf>
- Mercedes Benz Stadium <https://www.youtube.com/watch?v=wJlkS40840s>
- Goldman Sachs, New York <https://www.bloomberg.com/news/articles/2017-03-13/goldman-unveils-largest-redesign-of-trading-hub-since-09-launch>
- Diversified Media Group <https://www.youtube.com/watch?v=mAwqy1sG-Aw&feature=youtu.be>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Smith Lanier & Co.-Atlanta Marsh & McLennan Agency, LLC 11330 Lakefield Dr; Bldg. 1 Johns Creek, GA 30097	CONTACT NAME: Andy Trieu	
	PHONE (A/C, No, Ext): 770 622-7226	FAX (A/C, No): 770 476-3651
	E-MAIL ADDRESS: atrieu@jsmithlanier.com	
INSURED Distinct Holdings, Inc. One Diversified, LLC 37 Market Street Kenilworth, NJ 07033	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Charter Oak Fire	NAIC # 25615
	INSURER B : Travelers Property Casualty Co.	25674
	INSURER C : Beazley Insurance Company	37540
	INSURER D : Travelers Indemnity Co. of CT	25682
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6304H51478318	08/10/2018	08/10/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		8104H514783	08/10/2018	08/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		CUP3J588573TIL	08/10/2018	08/10/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB8K28291218IND	08/10/2018	08/10/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Installation		V135BI18PNGF	08/10/2018	08/10/2019	\$2,000,000
B	Professional		ZPL31M64092TIL	08/10/2018	08/10/2019	\$10M Per Claim/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: DSI Video Systems, LLC dba Diversified; Diversified Media Group, LLC; Media Management, LLC; CompView, Inc.

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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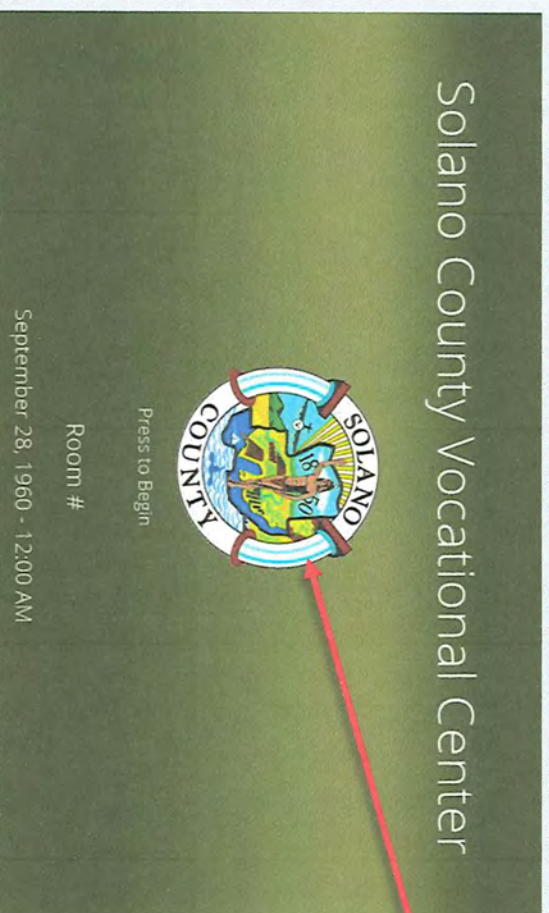


Solano County Vocational Center

INITIAL TOUCH PANEL LAYOUT

Startup

- Press the screen anywhere to enter the system. The display will turn on and source routing page will be shown.

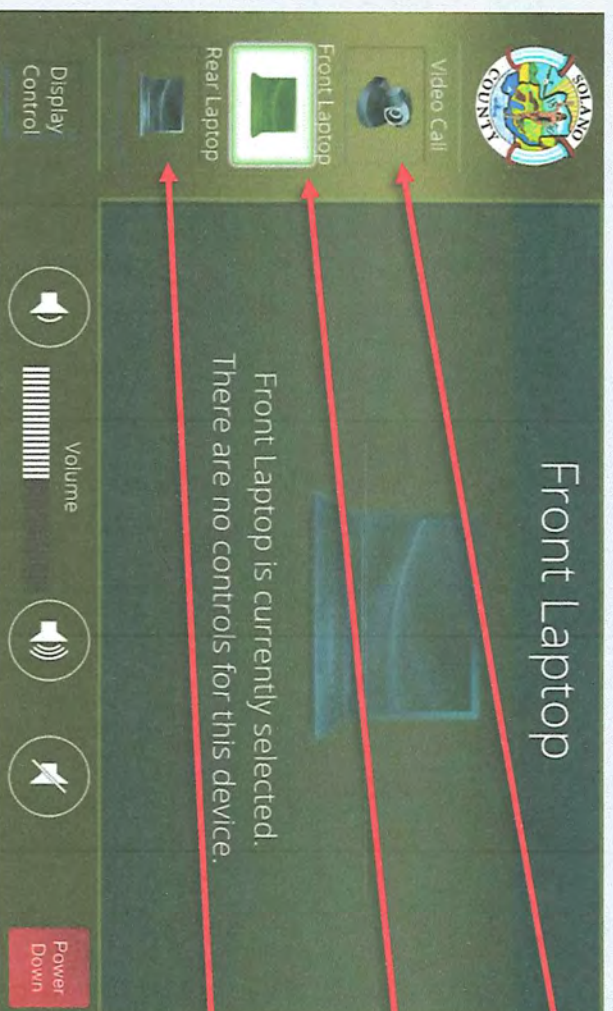


- A "Start up in progress" screen will appear for 8 to 10 seconds while system powers on.



Source Routing

- Sources to select
 - *PC (Video Call)*
 - ✦ Room PC will be routed to the projectors
 - ✦ The room's computer will also be used as a soft codec for video conferencing
 - *Front Laptop*
 - ✦ The room's front wall plate can be selected. Button appears white when currently selected
 - *Rear Laptop*
 - ✦ The room's Rear wall/floor plate can be selected



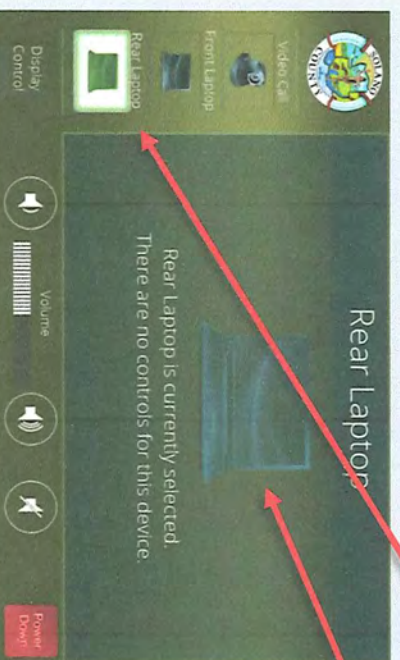
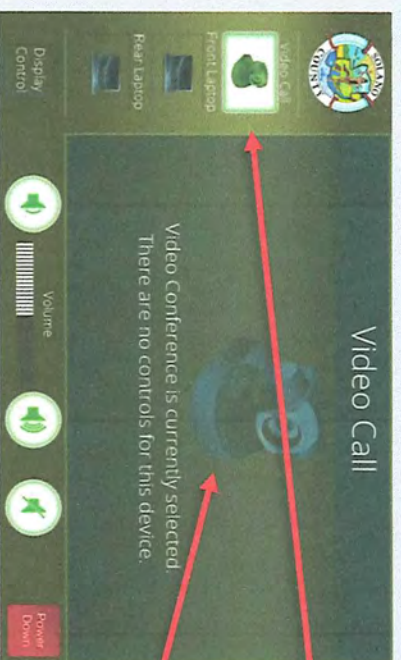
Source Routing Cont.

- Sources to select

- Video Call PC selected

- Rear Laptop selected

- Information box in the middle of touch panel will describe which source input is currently selected



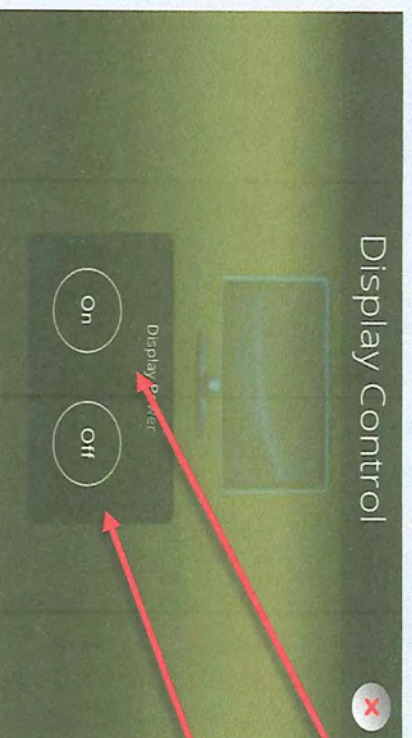
Display Power

Display Power Quick Access

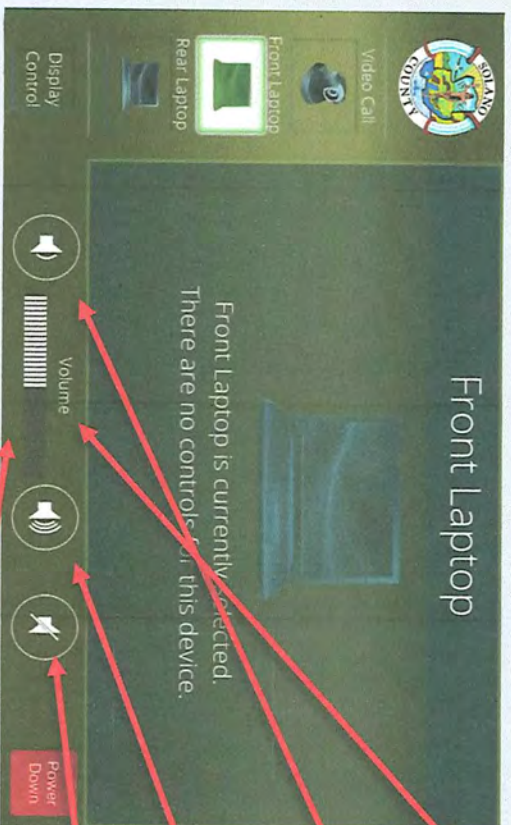
- Display Control Page
 - Will display On/Off button for room's display

- Display Power On
 - Turns display on

- Display Power Off
 - Turns display off



Source Level Control



- **Program Volume**
 - Audio level control for source input
- **Volume Control**
 - **Volume Up**
 - ✦ Press once for small adjustment or press and hold for large adjustment of room audio level.
 - **Volume Down**
 - ✦ Press once for small adjustment or press and hold for large adjustment of room audio level.
 - **Volume Mute**
 - ✦ Press button to toggle program audio mute on and off. Program audio is the audio from the available sources in the room.
 - **Volume Level Gauge**
 - ✦ Audio Level page will be displays for visual reference when adjusting volume.

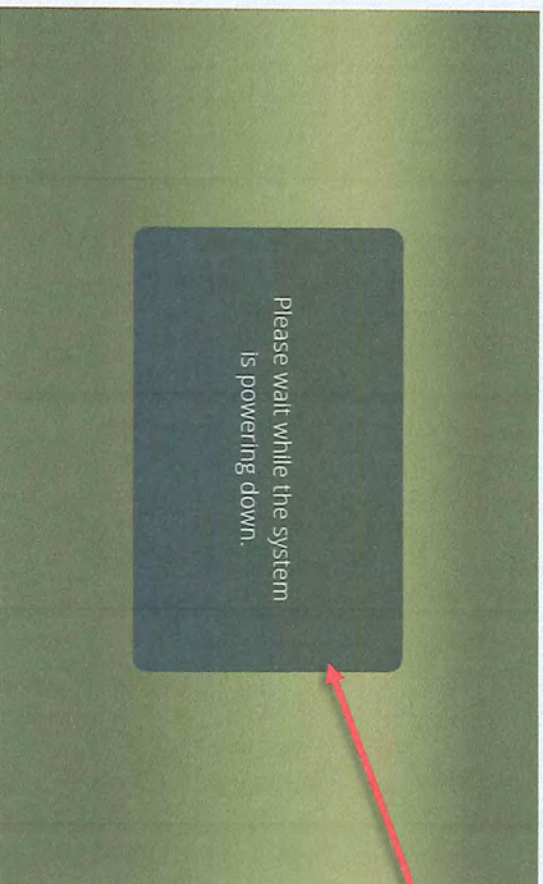
Shut Down System



- Begin by pressing the *Shut Down* button
 - Confirmation page will be displayed
- Confirm that you wish to shutdown the AV system.
 - Press *YES* to shutdown
 - Press *NO* to return to previous page

If input source is removed the control system will start this process automatically after 5 minutes time.

Shut Down System



- A “Please Wait” page will be displayed while the projector is cooling down. After cool down the system will be ready to restart if needed.

General Rules of Operation

- As stated in the “A/V Sequence of Operation”
 - The Control System will follow the following guidelines.
 - ✦ The A/V touch panel will be woken from sleep state via built-in motion sensor.
 - ✦ The A/V touch panel will provide for selection of either of the (3) A/V inputs. There shall be a clear audio and visual cue when an input is selected
 - ✦ The selections will be graphic type. The graphics shall clearly delineate between the (3) A/V inputs so there is no confusion.
 - ✦ The A/V output will be sent visually to the A/V Monitor in front of the classroom. The monitor will be woken from sleep state when sensing the HDMI input signal.
 - ✦ The A/V audio output will be sent to the classroom speakers. The sound levels will be adjustable thru the A/V touch panel.
 - ✦ Once A/V input is removed, The system will return to sleep state after 5 minutes.

**REQUEST FOR PROPOSALS
FOR
CITY COUNCIL CHAMBERS AUDIO VIDEO UPGRADE
FOR THE CITY OF TRACY**



Think Inside the Triangle™

February 5, 2019

Response Due:

WEDNESDAY, MARCH 6, 2019@ 3:00 PM

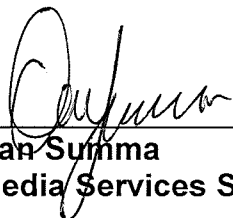
City of Tracy
City Manager's Office
Attention: Dan Summa
Media Services Supervisor
333 Civic Center Plaza
Tracy, CA 95376

**CITY OF TRACY
NOTICE OF REQUEST FOR PROPOSALS**

1. NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "CITY") requests proposals for a **CITY COUNCIL CHAMBERS AUDIO VIDEO UPGRADE FOR THE CITY OF TRACY** project (hereinafter "Project"), and will receive proposals in the office of the City of Tracy, City Manager's Office, 333 Civic Center Plaza, Tracy CA 95376, up to the hour of 3 p.m. on the 6th day of March, 2019.
2. The services to be performed by the successful proposer are described in the Request For Proposals (which is attached). Copies of the Request for Proposals are available from (and any questions should be directed to) the CITY at the **City Manager's Office, 333 Civic Center Plaza, Tracy, CA 95376, and Attn: Dan Summa, Media Services Supervisor, (209) 831-6222, Fax: (209) 831-6120**. The general Scope of Services is described in "Exhibit A".
3. Proposals shall be submitted and clearly marked as follows: **"SEALED PROPOSAL FOR CITY COUNCIL CHAMBERS AUDIO VIDEO UPGRADE FOR THE CITY OF TRACY – DO NOT OPEN WITH REGULAR MAIL."**

Three copies of the proposal shall be provided in the sealed envelope.

4. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the CITY shall evaluate proposals are set forth in the Request For Proposals.
5. The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.



Dan Summa
Media Services Supervisor

2/5/2019
Date

1. **DELIVERY OF PROPOSALS.** It is the Proposer's responsibility alone to ensure that the proposal is received by the Office of the City Clerk, Attention Dan Summa, prior to the hour and date for the opening of proposals specified in the Notice of Request For Proposals. Any proposals received by the Office of the City Clerk after that hour and date shall be returned unopened.
2. **FORMAT OF PROPOSALS.** All proposals shall be typewritten or printed in ink clearly and legibly, in conformance with the Request For Proposals and submitted in a sealed envelope plainly marked on the outside: "SEALED PROPOSAL FOR CITY COUNCIL CHAMBERS AUDIO VIDEO UPGRADE FOR THE CITY OF TRACY – DO NOT OPEN WITH REGULAR MAIL."
3. **QUALITY OF PROPOSAL.** Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this Request For Proposals.
4. **PROJECT PROPOSAL REQUIREMENTS**

Interested parties shall submit a written proposal to the City of Tracy, which should include enough information to demonstrate the approach and ability to accomplish the following tasks and address the following items:

- A. List of past projects of similar size and scope.
 - a. Include a brief description of your role in each project.
 - b. Please provide three (3) references from similar clients, whom have had similar systems installed in the past 36 months and are currently using this system.
For each reference, please provide the following:
 - i. Entity name;
 - ii. Installation completion date;
 - iii. Client Contact information (name, title, phone, and email);
 - iv. Services provided and solutions implemented..
- B. List of certifications/training held by the company or staff as relevant. Names and number of individuals that will provide services, relevant experience, relevant licenses and permits, relevant education or certificates, responsiveness, ability to perform, anticipated manpower allocation, name of project manager and names of key personnel who will actually be working. The emphasis of the proposal should be on the implementation of a new Audio/Video/Lighting/Broadcast/Control System (AVLBC) that is flexible while maintaining a professional broadcast level of quality
 - a. I.e. Extron, Crestron, Cedia, Qsys, Avixa, etc.
 - b. Documentation of certifications can be requested by The City prior to selection.
- C. Sample images from past User Control Interfaces in similar installations.

- a. If no past UC/UCI's apply, please provide a proposed layout.
- D. Discuss how you will approach the delivery of the desired services and products, including specifying the types and price ranges of services. Major Components of the project should be identified and include "Not To Exceed" costs.
- E. Plan of implementation for training staff for system operation.
- F. Propose methods and means adjustments to the Scope of services outlined in Exhibit A. to meet the timeline provided. Proposal shall include a statement of ability to meet the Production Schedule in the Scope of Services with this RFP, including the identification of areas of concern in the schedule and any pertinent schedule modifications to meet the timeline provided in Exhibit A.
- G. Provide evidence of Comprehensive General Liability Insurance coverage in the amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage naming the City of Tracy as Additional Insured, Worker's Compensation as required by the State of California, professional liability for claims made at \$1,000,000 per occurrence, automobile liability claims made at \$1,000,000 per occurrence.
- H. Provide a copy of City of Tracy Business License.
- I. Proposal shall include a statement that no conflicts of interest exist in the provision of the services.
- J. Proposal shall include a statement that prices for services will be guaranteed for ninety days from the date of submission.
- K. Follow through with all requirements set forth in the attached City of Tracy Professional Services Agreement (Exhibit B) including appropriate signatures by an authorized person, whose signature will bind the business or business entity. .

5. PROJECT INTRODUCTION

The City of Tracy (City) is requesting proposals from qualified Audio Video System Integrators to provide a new Audio/Video/Lighting/Broadcast/Control (AVLBC) system for the City of Tracy's City Hall Council Chambers; adjoining conference rooms and training areas; and as an alternate the parallel installation of equipment in a mobile production studio vehicle.

The Chamber is a multi-use room that needs to be flexible and simple to use that hosts broadcasting capabilities and has adjoining green rooms and training rooms which share and utilize multimedia. Under the new system, the system needs to support both a simple to use control system for room rentals (internal and external) as well as supporting the broadcast and archive of all meetings and link to the existing mobile production unit whose upgrade shall be performed in parallel with this project using identical equipment.

The City's goal is to create an updated system that is fully functional, and is accessible to all through all live and broadcast solutions employed. The City seeks an exceptional vendor who will provide quality and timely customer service after the launch date and for the duration of the system's life. For additional Scope of Services, refer to Exhibit "A".

6. **INTERPRETATIONS OF THE REQUEST FOR PROPOSALS.** If the Proposer is in doubt as to the meaning of any part of the Request For Proposals, or finds discrepancies in or omissions from the Request For Proposals, the Proposer shall submit to the CITY a written request for an interpretation or clarification prior to the time for opening the proposals. All such requests should be addressed to the CITY at the **City Manager's Office, 333 Civic Center Plaza, Tracy, California, 95376, and Attention: Dan Summa**. The Proposer shall be responsible for the prompt delivery of the request. The CITY shall not be responsible for any explanation or interpretations of the Request For Proposals other than by written addendum delivered to each Proposer. No oral interpretations of any provision in the Request For Proposals shall be binding upon the CITY. **Pre-Proposal Meeting:** A non-mandatory Pre-Proposal Meeting with City Staff involved with this project is scheduled for February 20, 2019 **at 1PM in Conference Room 109 at City Hall**. While this meeting is not mandatory, it will be used as a forum to answer questions. The City of Tracy encourages interested parties to submit questions in writing in preparation to provide answers at the meeting. Questions will not be accepted after February 28th **at 5:00 PM**. Interested parties may contact Dan Summa, Media Services Supervisor at Dan.Summa@cityoftracy.org or (209) 831-6222 to submit questions and confirm attendance at the meeting.
7. **REVIEW OF PROPOSALS.** After the proposals are received and opened by the CITY, the CITY shall review and evaluate all proposals for responsiveness to the Request for Proposals in order to determine whether the Proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. Only vendors that have submitted the complete package of Proposal Submission Requirements, in the format requested and with all associated questions answered, will be considered by the proposal evaluation committee, which consists of three (3) city staff who are familiar with AVLBC systems. The CITY shall also investigate qualifications of all Proposers to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more Proposers. It is anticipated that this review period will last up to approximately thirty (30) days. In reviewing the proposals, the CITY may consider the following:
 - 7.1. The experience and past performance of the Proposer and its agents, employees, and subconsultants in completing projects of a similar type, size, and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
 - 7.2. The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the Proposer.

7.3. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request For Proposals.

7.4. Proposer's proposed language for the Professional Services Agreement.

8. **AWARD OF AGREEMENT.** Upon completion of the review period, the CITY shall notify those Proposers whose proposals will be considered for further evaluation and negotiation. All Proposers so notified shall be required to make presentations and negotiate in good faith in accordance with direction from the CITY. Any delay caused by Proposer's failure to respond to direction from the CITY may lead to a rejection of the Proposal.

8.1. If the CITY determines, after further evaluation and negotiation, to award the Agreement, a Professional Services Agreement shall be sent to the successful Proposer for the Proposer's signature. No proposal shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the CONSULTANT and the CITY.

8.2. The CITY reserves the right to reject any or all proposals, and to waive any irregularity. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each proposal and projected costs.

8.3. The City reserves the option to extend the Agreement for Training Support with the successful Proposer for a four (4) year period, provided the successful Proposer makes a written request for extension (no later than 60 days prior to expiration of the Agreement), and the City determines that the successful Proposer has satisfactorily performed all obligations under the contract.

9. **SCOPE OF SERVICES.** For Scope of Services, refer to Exhibit "A".

PROJECT TIMELINE AND DELIVERABLES In case of failure on the part of the AVLBC Integrator to complete the work within the above specified time. The AVLBC Integrator shall pay the City in liquidated damages the sum(s) of **Seven Hundred and fifty-five (\$755) Dollars** each calendar day beyond the specified day until the project is completed. In addition, the AVLBC Integrator shall be responsible to pay all damages incurred to procure alternate rental facilities to any booked events at City facilities as a result of non-completion of the project by the date specified. The AVLBC Integrator will not be given credit for inclement weather delays.

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services set forth in this RFP represents an outline of the services in which the City will require the successful Proposer to perform. The Scope of Services will be incorporated into the Professional Services Agreement.

Project Objectives

The City's primary objective for this Agreement update the City of Tracy's City Hall Broadcast and Live AV from Standard Definition to a new and more user friendly HD system within the Council Chamber, Council Green Room (Room 109), training room (Room 203) and to upgrade the existing Mobile Broadcast Truck to operate in parallel or independently of the City Hall Complex.

Project Restrictions

Timing: The timing restrictions for this project are as follows: within the Council Chambers and in Room 109 the installation of all new system components must be performed between July 17, 2019 and August 16, 2019 with appropriate training of staff to perform broadcast duties of Council Meetings.

All other facilities can be scheduled for installation within the six month period after notice of Award including the upgrade to existing mobile broadcast unit and upgrades to Rooms 203 and 109.

All training to operate all systems and equipment shall be required to be held on-site.

Trainings should be held for various user types and skill bases and should include but are not limited to:

Train key staff to operate all elements of the system.

Train appointed individuals on how to operate equipment within the meeting room.

Train broadcast technicians on how to operate cameras, switcher, and other related equipment.

Train Programming staff how to schedule and operate the playback system.

Prior to completion, (2 copies) printed and organized in 3 ring binders as well as 2 copies of the digital files on USB memory sticks. Items to include but not limited to:

1. Instruction manuals of each piece of equipment.
2. As built system diagrams.
3. Rack layouts.
4. Wirelists.
5. Programming files for Crestron and other devices.

All existing A/V equipment removed from all facilities will become the possession of the Proposer. And shall be disposed of in accordance of local, state and federal requirements. City of Tracy staff will have 30 days from the award of the contract to specify any equipment they wish to maintain control of that will no longer be used in the system following the removal by the installer.

Optional build of Mobile Broadcast Truck utilizing former swat vehicle. This system to be designed to work with chamber system and utilize fiber connection to the Ch. 26 offices for control/signal.

The system design should be designed that the room A/V and Broadcast of meetings are stand-alone systems tied together. For instance, the broadcast system should have its own video matrix as should the room A/V. Extended warranties, redundant power supplies, and cold spare parts should be included as options. Appropriate work surface, racks, cables, and connectors to be included. All connected devices should be powered through UPS backups for 20 minutes or more.

All brands, makes and models listed are recommendations and equivalent items may be specified. Please provide a statement defending position and equivalency for changed items.

Maintain a responsive technical support staff that can offer solutions to any potential problems with the software, hardware, or connections.

Technical Support within at least 48 hours of when the City of Tracy releases a request for service for the duration of the warranty from the installer.

Training should include a flexible schedule and will easily work with City staff.

At a minimum, installer must have onsite technical support for the duration of the first council meeting following installation to address any issues.

Room A/V should consist of:

Appropriate DSP(s) utilizing an IP based scheme such as Dante, AES67 with enough processing, input and output for the system to not run over 80% of capacity/capability.

Four Shure Digital wireless handhelds, with receivers and color code rings (if possible).

Two Shure Digital wireless lavaliers, with receivers.

Two Shure Digital wireless gooseneck with receivers.

All wireless microphones will work throughout the Chamber as well as upstairs in RM 203.

All wireless microphones to have factory rechargeable batteries with charging stations.

All wireless microphones to have a dedicated receiver.

Built in computer input at Dias.

Built in computer input at Clerks desks.

Built in computer input at Rack (control booth).

Input upstairs in Room 203.

Integrate with existing Crestron controlled systems. ie Lights, Shades.

Steerable mic array for 2-sided podium, 2 positions.

Amplifier (with DSP as needed) for existing in ceiling speakers as well as speakers mounted behind dais. Speakers not to be replaced unless they have failed with City of Tracy approval.

ADA compliant assistive listening devices as required by law with charging station. Include appropriate signage. Include charging station and rechargeable batteries as appropriate. (Devices should be compatible with modern hearing aids).

Audio only file based audio recorder such as a Denon DN-700R.

Must be network compatible and controllable through Crestron.

This is to record either the chamber system output or microphone inputs from RM. 203.

Crestron matrix with appropriate Crestron DM's to send and receive as appropriate.

One wall mounted 98"+ HD or better display for front of room replacing projection screen behind council. Must include at least a 3 year warranty. Recommended NEC C981q.

Two wall mounted 70"+ HD Commercial displays at rear of room for Staff and Council to see. Wall mounted with telescoping mount - One 50" commercial display for Council Green Room (Room 109). This display only has an input from the system, no inputs from the Green Room. Should have a wall controller to control volume, On/Off. Ability to control these features through Crestron.

(Note this area is a sensitive area. No recording, microphones, or output from the room should be allowed.) This will be installed in place of the existing screen.

Barco Clickshare with two inputs (dongles)

This will need to work throughout the chamber.

D'san video clock with limit timer (This should be displayable on screens in room as well as be a keyable feed for broadcast).

Appropriate feeds to broadcast system and from broadcast system.

Crestron touch screen panels with independent control over the system. Programming and UCI/UI is to be relatively simple and easy for the basic user to understand. Operation of panels should not take much A/V knowledge. Hidden pages (password protected) can be utilized for any higher level control needs.

Install locations -

1. In control booth Crestron TSW-1060
2. At Clerks Desk Crestron TSW-1060
3. On wall in room 203. Crestron TSW-560

Crestron UCI/UC to include -

Guest mode with basic AV control.

Power ON/OFF of all in room basic functions.

Staff mode with control of all in room Audio, Video, Lighting, Shades, etc.

All above.

Control of volume for 109 and lobby TV's.

Master volume levels for each location of sound connected to the system.

Audio recorder start/stop/save

Independent control for displays, room lighting, shades

Broadcast staff - Full system control.

All above.

Volume control of microphones through diagram of seating positions.

Volume control of all sources.

System should automatically send error messages/logs for system faults or power failures to the department manager's email.

Broadcast system should consist of

A Tightrope Media Systems Cablecast Flex2 playback system with bulletin board, Customized bulletin board channel, spare Hard Drives, and 5 years of hardware and software warranty.

The AJA Kumo 32x32 SDI router should provide routing for the broadcast system.

Ross open gear card frame with redundant power supply should be utilized for SDI Audio Embedder, SDI Audio De-embedder, Sync generator, Sync distribution, Up/ Down/ Cross

conversion, and AJA HD SDI fiber transceiver. Additionally, a standalone AJA transceiver should be provided for the annex.

AJA Ki Pro ultra plus should be utilized for backup record. Appropriate amounts of media and media docks should be provided.

Teradek T-rax frame with encoder and decoder for distribution to web platforms and receiving remote signals via IP.

The system should be closed captioning capable and compliant. EEGs HD492 or similar card solution solutions should be considered.

8 Panasonic AW-UE150 (7 for chambers, 1 backup/room 203) with AW-RP150 remote controller should provide camera coverage and control.

An HD document camera such as an Elmo or Wolfvision should be added for use at the podium.

A user friendly switcher such as the Newtek Tricaster TC1 should be utilized. Appropriately sized IP based control panel as well as 24/7 support, database driven graphics.

Design the most effective control configuration, and maximize the allotted space.

New work surface and racks to house equipment. Similar to an Arrakis ACC-CSU

Integrator to confirm rack spaces needed based on design.

Appropriate monitor wall in control booth for switcher multiview, Comcast, ATT, and Granicus feeds in control room above work space.

Nearfield audio monitors such as Genelec 8020s and some basic control of audio levels for broadcast located in control room. Tricaster Audio UI is acceptable.

(2) Samsung 50+” Commercial HD lobby display with control from broadcast system.

Room 203 –

Audio feed to installed surface mount JBL speakers.

Add amplifier as needed to JBL's.

Add wireless antenna coverage.

Add touchscreen for interface with appropriate level of control.

Add routable video output feed from downstairs to Existing Microsoft Surface TV.

Add 2 Camera locations upstairs. Prewired with wall mount installed.

Please include a quote for the following as options.

1. 8 additional Analog input channels (2 in Dais, 2 in Rear of room, 2 in rack, 2 upstairs)

2. 4 additional Analog output channels (Press Pool Feed, in the Rear of Chambers)
3. Replace Projector Screen and Projector with 8,000+ Lumens, Laser, HD, 16:9 or 16:10, Control via Crestron. This will not replace the 98"+ TV, but will need to come down in front of it. Panasonic PT-RZ870 or similar. Projector and screen to be located in the same location.
4. Replace all dais microphones and mounts to a digital system. (hybrid digital/analog upon approval)
5. Digital name plates for all dais and clerk positions with control from the control booth and/or Crestron. Taiden HCS-1081 or similar
6. Add a messaging window between Crestron panels to allow communication between control booth, clerk's desk and dais. Alternative solutions considered.
7. Add a fourth Crestron control surface for use throughout the chamber. Wireless. 7+" with rechargeable batteries and rack, desk, or wall mounted charging station.
8. Add Ceiling Array microphones to room 203 for audio recording. Two - Shure MXA910

EXHIBIT "B"

CITY OF TRACY SAMPLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and _____, (Consultant).

RECITALS

- A. City of Tracy requirements for Council Chamber Audio Video Upgrade.
- B. Consultant is a qualified Audio Video Systems Integrator.

Now therefore, the parties mutually agree as follows:

1. **Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Task Orders subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Task Order. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: *[name of Representative]*. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
3. **Compensation.**
 - 3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B," and Not to Exceed the amount set forth in each individual Task Order. Consultant's billing rates, and Not to Exceed amount, shall cover all costs and expenses for Consultant's performance of

this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

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

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

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

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

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

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

5. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

To City:

To Consultant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Tracy

Consultant

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Attest:

By: Adrienne Richardson, City Clerk

By: _____

Title: _____

Date: _____

Approved As To Form:

By: Thomas Watson, City Attorney

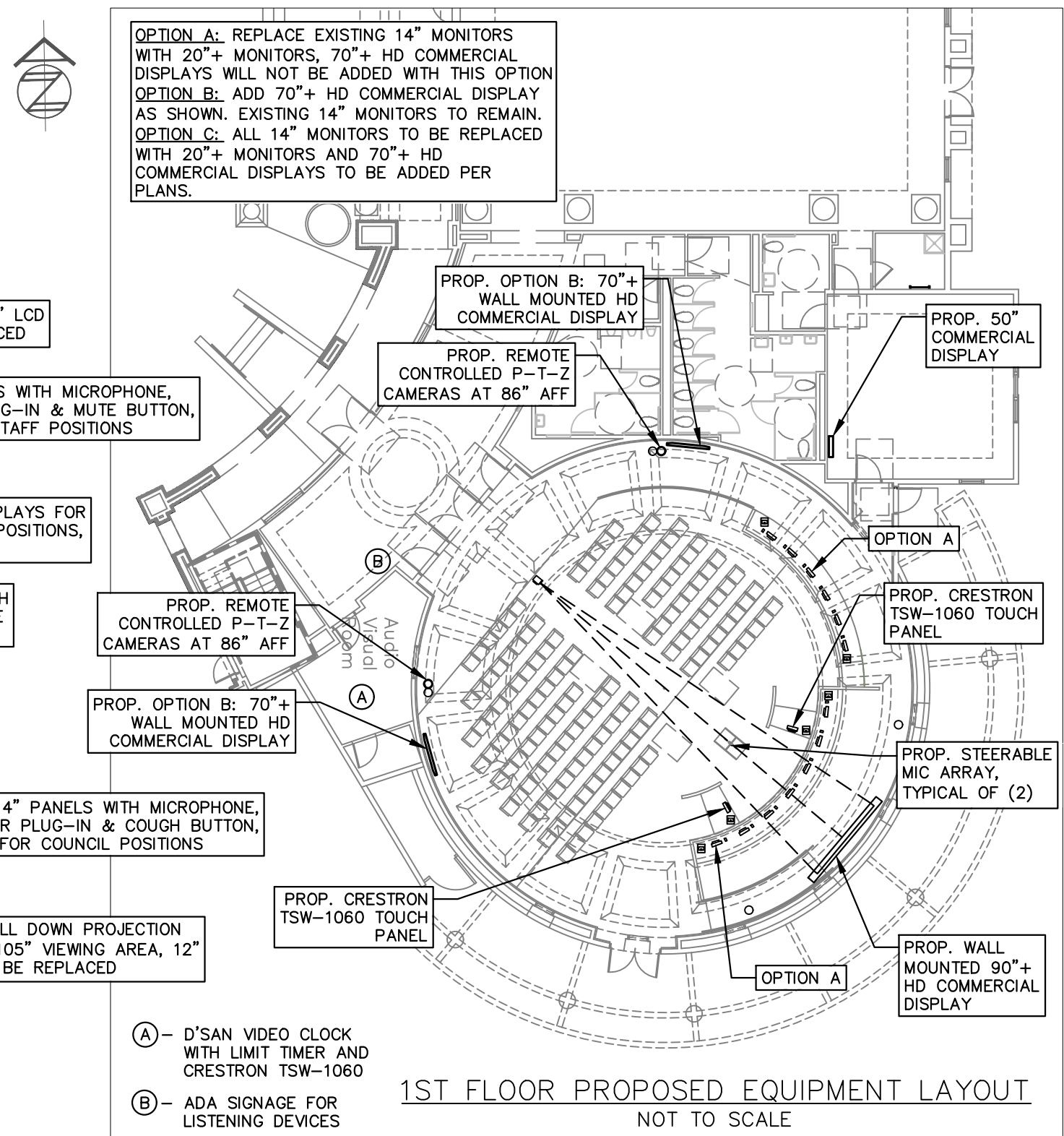
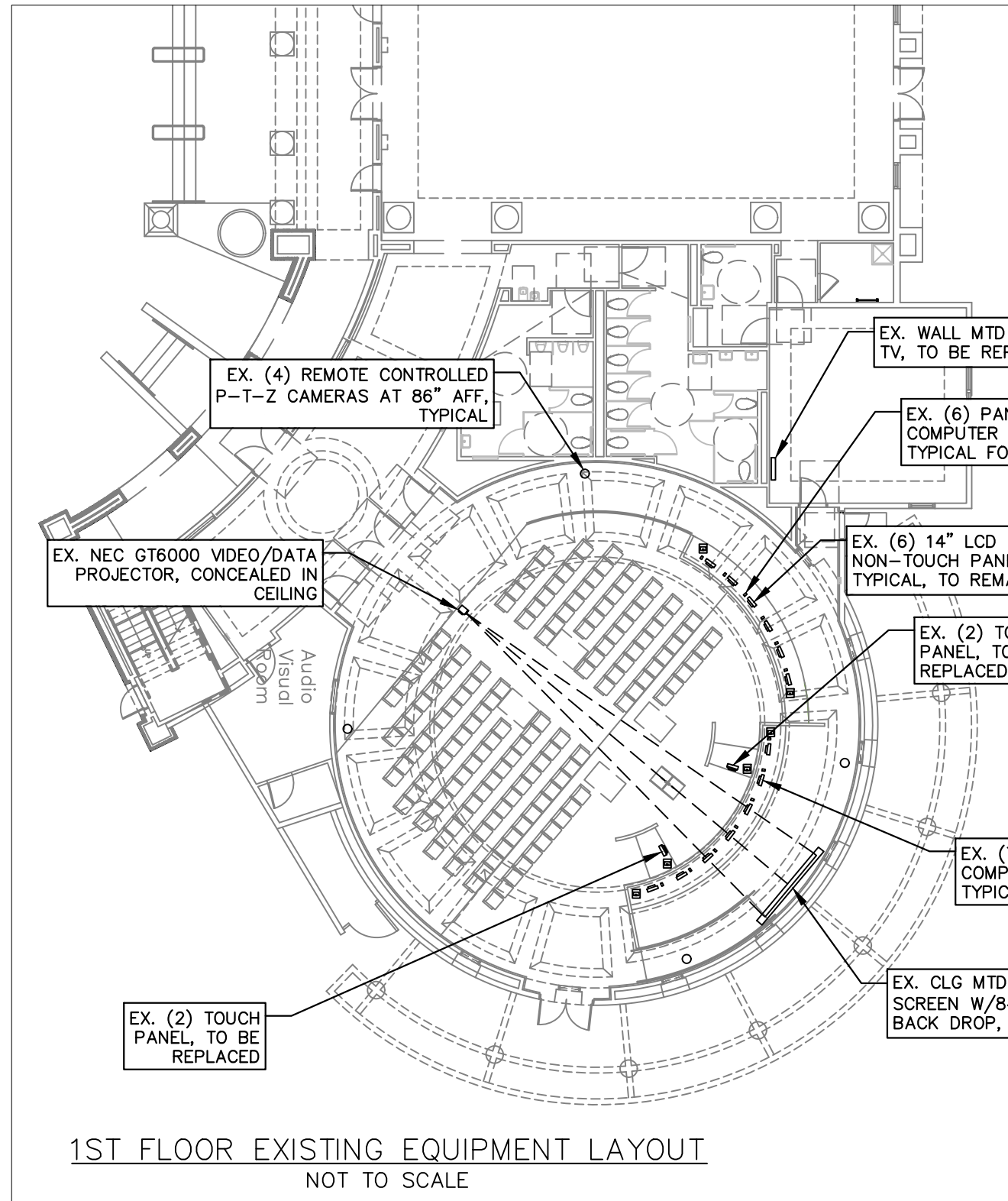
Date: _____ Consultant
[Insert business name and type of entity]

Exhibits:

- A. Scope of Services, Personnel
- B. Billing rates

COUNCIL CHAMBERS

AV UPGRADE - 1ST FLOOR EQUIPMENT LAYOUT



COUNCIL CHAMBERS AV UPGRADE - EQUIPMENT LAYOUT

[illegible]

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SCALE:	AS SHOWN

C.I.P. No. 71089

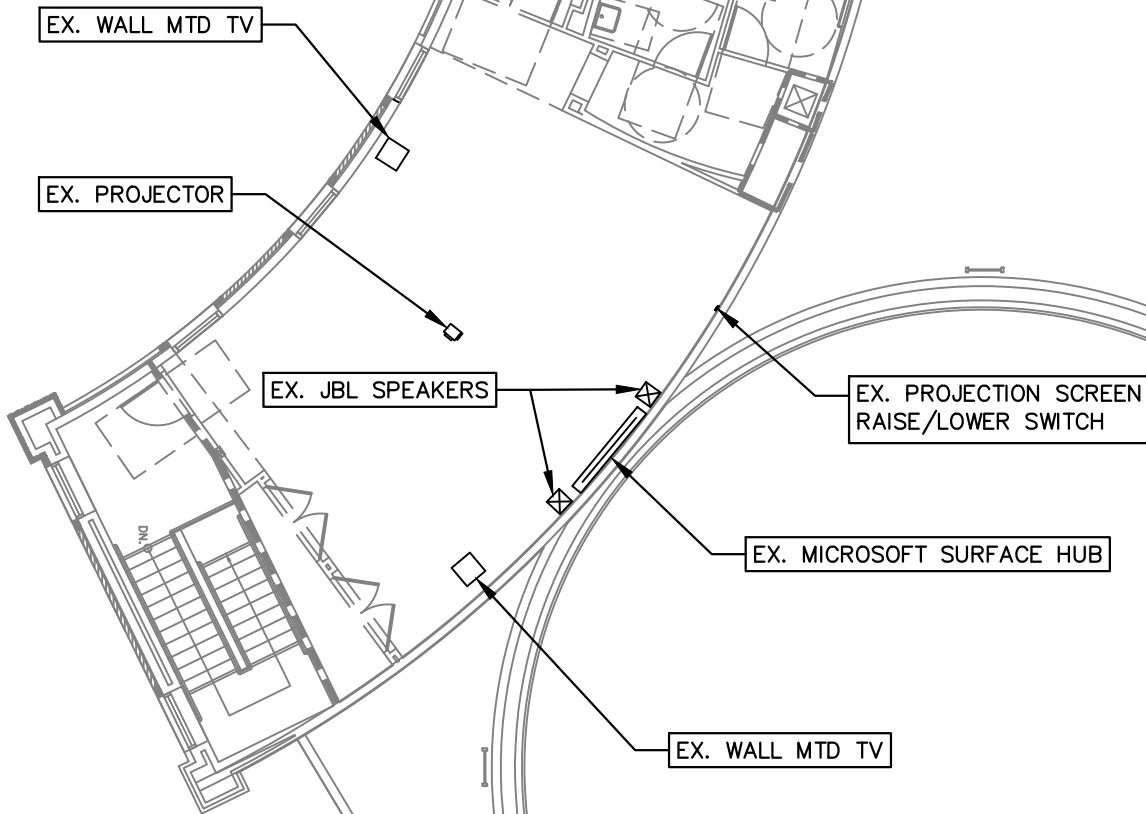
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SHEET

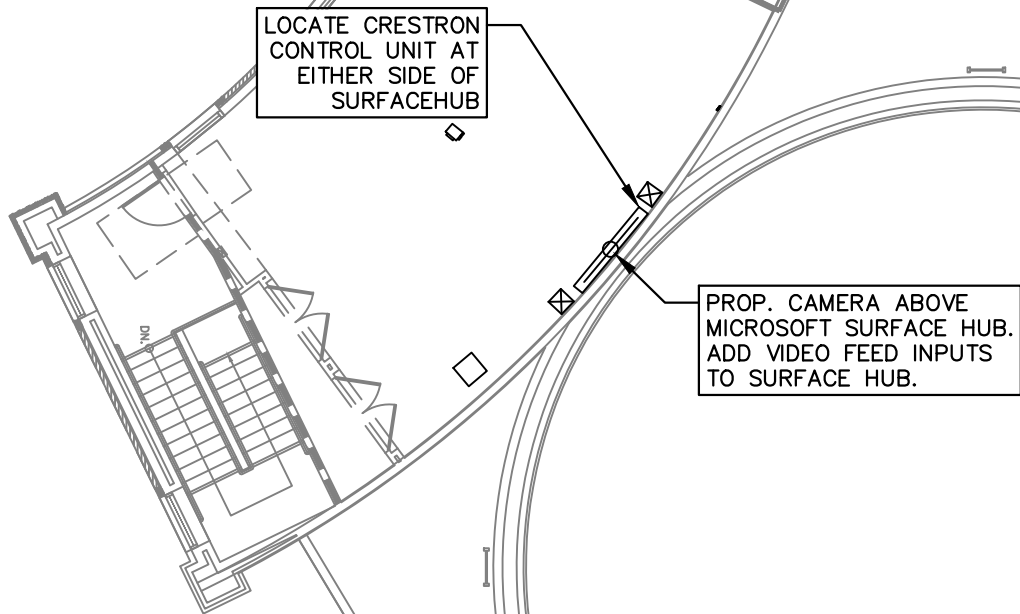
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F 2 SHEETS

AV UPGRADE - 2ND FLOOR EQUIPMENT LAYOUT



2ND FLOOR EXISTING EQUIPMENT LAYOUT
NOT TO SCALE



2ND FLOOR PROPOSED EQUIPMENT LAYOUT
NOT TO SCALE

[illegible]

DRAWN BY: ZK	CHECKED BY: MB	SCALE: AS SHOWN

AV0.00	AV DRAWINGS INDEX AND SYMBOLS LEGEND
AV1.01	AV FACILITIES FLOORPLAN – COUNCIL CHAMBER
AV1.02	AV ELECTRICAL FLOORPLAN – COUNCIL CHAMBER
AV2.01	AV FACILITIES REFLECTED CEILING PLAN – COUNCIL CHAMBER
AV2.02	AV ELECTRICAL REFLECTED CEILING PLAN – COUNCIL CHAMBER
AV4.01	AV SYSTEMS – LEADERSHIP CONFERENCE ROOM
AV5.01	AV SECTIONS & ELEVATIONS
AV6.01	AV EQUIPMENT & INSTALLATION DETAILS
AVF1.1	AUDIO/VISUAL FUNCTIONAL DIAGRAM VIDEO SYSTEMS
AVF1.2	AUDIO/VISUAL FUNCTIONAL DIAGRAM AUDIO SYSTEMS
AVF1.3	AUDIO/VISUAL FUNCTIONAL DIAGRAM CONTROL SYSTEMS

WALL MOUNTED

Symbol	Description
—(R)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH 1-GANG COVER PLATE. FOR HEARING ASSISTANCE TRANSMITTER. MOUNT FLUSH WITH FINISHED WALL TREATMENT, 12" BELOW FINISHED CEILING.
—(E)	WALL BOX, 4-11/16"H X 2-1/2"D, WITH 4-GANG COVER PLATE. FOR INTERCOM STATION. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT 48" AFF UNLESS OTHERWISE INDICATED.
—(TV)	WALL BOX, 4-11/16"H X 2-1/2"D, WITH MULTI-GANG COVER PLATE. FOR TELEVISION RECEIVER RECEPTACLE. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUBNUMBER INDICATES NUMBER OF GANGS.
—(A)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH 1-GANG COVER PLATE. FOR AUDIO RECEPTACLE. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED.
—(P)	JUNCTION BOX FOR POWER, SIZED BY ELECTRICAL CONTRACTOR. SURFACE MOUNT ALL AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED.
—(CAM)	WALL BOX, 4"X4"X4", WITH MULTI-GANG COVER PLATE. FOR VIDEO CAMERA RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT 84" AFF UNLESS OTHERWISE INDICATED.
—(MC)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH MULTI-GANG COVER PLATE. FOR CONTROL RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUB-NUMBER INDICATES NUMBER OF GANGS.
—(PC)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH 2-GANG COVER PLATE. FOR COMPUTER RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUB-NUMBER INDICATES NUMBER OF GANGS.
—(M)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH MULTI-GANG COVER PLATE. FOR MICROPHONE RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUB-NUMBER INDICATES NUMBER OF GANGS.
—(V)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH MULTI-GANG COVER PLATE. FOR VIDEO RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUB-NUMBER INDICATES NUMBER OF GANGS.
—(S)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH 1-GANG COVER PLATE. FOR SIMULTANEOUS INTERPRETATION RECEPTACLES. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED.
—(TE)	WALL BOX, 4-11/16" SQ X 2-1/2"D, WITH MULTI-GANG COVER PLATE. FOR VIDEO AND AUDIO CONNECTION. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. SUB-NUMBER INDICATES NUMBER OF GANGS.
—(J)	JUNCTION BOX FOR SIGNAL AND CONTROL CIRCUITS. LOCATION AS INDICATED ON DRAWINGS. SIZED BY ELECTRICAL ENGINEER UNLESS OTHERWISE INDICATED.
—(WL)	JUNCTION BOX, 4-11/16" SQ X 2-1/8"D WITH BLANK COVER PLATE. FOR WARNING LIGHT SYSTEM. WIRING SHALL BE TERMINATED IN THIS BOX. DO NOT CONNECT TO POWER. SURFACE MOUNT AT LOCATION INDICATED.
—(WB)	WALL BOX 22"H X 19"W X 8"D. MOUNTED ON WALL AT HEIGHT INDICATED ON DRAWINGS.
—(P) ₁	POWER RECEPTACLE, DUPLEX, 120 VAC, 20 AMP. MOUNT AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. LETTER INDICATES CIRCUIT # (OPTIONAL).
—(P) ₁	POWER RECEPTACLE, SINGLE, 120 VAC, 30 AMP. MOUNT AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED. LETTER INDICATES CIRCUIT # (OPTIONAL).
—(SC)	JUNCTION BOX FOR CABLE/CONDUIT SYSTEM CONNECTION TERMINATION. SIZED BY ELECTRICAL CONTRACTOR. ALL CONDUITS TERMINATE AT THIS BOX UNLESS OTHERWISE NOTED.

Symbol	Description
	POWER RECEPTACLE, 120V/20A DUPLEX WITH HINGED LIFT LIDS AND CARPET PLATING. FLUSH MOUNT IN FLOOR. FINISH SPECIFIED BY ARCHITECT. SUBNUMBER INDICATES CIRCUIT #.
	CUSTOM FLOOR BOX FOR USE BY AV CONTRACTOR, WITH HINGED COVER PLATE AND CARPET PLATING. FLUSH MOUNT IN FLOOR. FSR INC. FLOOR BOX MODEL FL-500P OR FL-540P (6" DEEP) WITH DIVIDED COMPARTMENTS FOR POWER, TELECOM AND AV. UNLESS OTHERWISE SPECIFIED ON DRAWING. FSR INC. (201)785-4347.
	CUSTOM FLOOR BOX FOR USE BY AV CONTRACTOR. SURFACE MOUNTED. SIZED TO ACCOMMODATE CUSTOM N-GANG PLATE, WITH DIVIDED COMPARTMENT FOR POWER, TELECOM AND AV.
	JUNCTION BOX FOR POWER, SIZED BY ELECTRICAL ENGINEER. SURFACE MOUNT ON SLAB UNLESS OTHERWISE INDICATED.
	JUNCTION BOX, 6"x6"x4"D WITH REMOVABLE COVER FOR AUDIO RECEPTACLE. FLUSH MOUNTED IN SLAB. UNLESS OTHERWISE INDICATED ON DRAWINGS.
	JUNCTION BOX, 6"x6"x4"D WITH REMOVABLE COVER FOR VIDEO RECEPTACLE. FLUSH MOUNTED IN SLAB. UNLESS OTHERWISE INDICATED ON DRAWINGS.
	JUNCTION BOX, 6"x6"x4"D WITH REMOVABLE COVER FOR MICROPHONE RECEPTACLE. LOCATION MOUNTED IN SLAB. UNLESS OTHERWISE INDICATED ON DRAWINGS.

Symbol	Description
	JUNCTION BOX, 4-11/16"SQ X 2-1/2"D WITH 1-GANG COVER PLATE. FOR MICROPHONE RECEPTACLES. FLUSH WITH CEILING TREATMENT AT BUILDING STANDARD BASE ELECTRICAL HEIGHT UNLESS OTHERWISE INDICATED.
	JUNCTION BOX, 6"X6"X4"D WITH REMOVABLE COVER FOR AUDIO RECEPTACLE. LOCATION MOUNTED ABOVE FINISHED CEILING. UNLESS OTHERWISE NOTED ON DRAWINGS.
	JUNCTION BOX FOR SIGNAL AND CONTROL CIRCUITS. LOCATION AS INDICATED ON DRAWINGS ABOVE FINISHED CEILING. SIZED BY ELECTRICAL ENGINEER UNLESS OTHERWISE INDICATED ON DRAWINGS.
	JUNCTION BOX FOR POWER, SIZED BY ELECTRICAL ENGINEER. MOUNT ABOVE FINISHED CEILING.
	SCREEN OR SHADE MOTOR.
	JUNCTION BOX, 6"X6"X4"D WITH REMOVABLE COVER FOR VIDEO RECEPTACLE. MOUNTED ABOVE FINISHED CEILING UNLESS OTHERWISE INDICATED ON DRAWINGS.
	WALL BOX, 4-11/16"SQ X 2-1/2"D WITH 1-GANG COVER PLATE. FOR TELEVISION RECEIVER RECEPTACLE. MOUNT FLUSH WITH CEILING TREATMENT.
	CEILING SPEAKER, BACKBOX AND GRILLE. PENDANT OR SURFACE MOUNT TO SLAB. TANNYO EQB18BX AND TRG-ROUND GRILLE. UNLESS OTHERWISE NOTED ON DRAWINGS.
	LIGHT TRACK, SINGLE-CIRCUIT. SURFACE MOUNT TO CEILING, AS SHOWN ON DRAWINGS. TRACK LIGHTS SHALL BE ON DIMMER SWITCHES. LIGHTOUTER BASIC LYTESPAN, SINGLE CIRCUIT, TRACK WITH MOUNTING HARDWARE AND #7644 FIXTURES. MATTE BLACK FINISH. REFER TO DRAWINGS FOR LOCATION AND NUMBER OF FIXTURES NEEDED.
	CEILING MOUNTED CAMERA, VADIO CEILINGVIEW
	PROJECTION SCREEN OR SHADE CONTROL RELAY BOX, SUPPLIED WITH SCREEN. MOUNT ABOVE FINISHED CEILING UNLESS OTHERWISE INDICATED. MAINTENANCE ACCESS TO BOX SHALL BE PROVIDED.

Symbol	Description
	WALL SWITCH FOR PROJECTION SCREEN RAISE/LOWER. SUPPLIED WITH SCREEN. MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	WALL SWITCH FOR SHADE OPEN/STOP/CLOSE POSITION. SUPPLIED WITH SHADE. MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	WALL SWITCH FOR GENERAL ROOM LIGHTING. FLUSH MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	THREE-WAY WALL SWITCH FOR GENERAL ROOM LIGHTING. MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	WALL BOX, 4-11/16"SQ X 2-1/2"D WITH 1-GANG COVER PLATE. FOR VOLUME CONTROL. MOUNT FLUSH WITH FINISHED WALL TREATMENT, AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	ROTARY DIMMER, FOR TRACK LIGHT. FLUSH MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.
	DIMMER RACK / AV INTERFACE.
	PPOWER BREAKER PANEL, SIZED BY ELECTRICAL ENGINEER.
	RELAY CABINET FOR LOW VOLTAGE CONTROL OF POWER AND LIGHTING CIRCUITS. WITH LOW VOLTAGE AND HIGH VOLTAGE SECTIONS. SURFACE MOUNT AT LOCATION AND HEIGHT AS INDICATED.
	FOUR SCENE LIGHTING PRESET PANEL, SUPPLIED BY LIGHTING DIMMER MANUFACTURER, FOR GENERAL ROOM LIGHTING AND DIMMER, FLUSH MOUNT AT BUILDING STANDARD SWITCH HEIGHT, UNLESS OTHERWISE INDICATED.

Symbol	Description
	EMPTY CONDUIT RUN
	POWER CIRCUIT WITH 3 RECEPTACLES
	POWER CIRCUIT
	STUB DOWN
	STUB UP

THIS DRAWING IS INTENDED TO DESIGN INPUT TO THE ARCHITECT AND ELECTRICAL ENGINEER. IT IS NOT INTENDED FOR FIELD ISSUE.	AFC ABOVE FINISHED CEILING AFF ABOVE FINISHED FLOOR AFP ABOVE FINISHED PLATFORM OR RAISED FLOOR AS ABOVE SLAB AC ACOUSTIC/ACOUSTICAL APPROX APPROXIMATE ARCH ARCHITECT/ARCHITECTURAL AT AT
2. ALL EQUIPMENT SHOWN IN PHANTOM IS FOR REFERENCE ONLY. SUCH EQUIPMENT WILL BE PROVIDED AND INSTALLED BY THE AV CONTRACTOR, NOT THE GENERAL CONTRACTOR, NOT THE ELECTRICAL CONTRACTOR.	AV AUDIOVISUAL AVC AUDIOVISUAL CONTRACTOR BD BOARD BOTT BOTTOM BRKR BREAKER BLDG BUILDING CAB CABINET CLG CELLING CKT CIRCUIT CLO CLOSET CLR CLEAR COL COLUMN CNTR COUNTER
3. WHERE EXACT DIMENSIONS ARE NOT CALLED FOR, THE SCALE OF THE DRAWING IS SUFFICIENTLY ACCURATE FOR DETERMINING LOCATION OF EQUIPMENT, JUNCTION BOXES, OUTLET BOXES, WIREWAYS, PANELS, ETC. WHERE EXACT DIMENSIONS ARE CALLED FOR, THE REFERENCE SURFACE SHALL BE THE FINAL FINISHED SURFACE INCLUDING ANY ACOUSTICAL TREATMENT. ROOM DIMENSIONS IN THIS DRAWING HAVE BEEN TAKEN FROM PRELIMINARY ARCHITECTURAL DRAWINGS. ALL DIMENSIONS MUST BE VERIFIED AND ANY DEVIATIONS CAUSING CHANGES MORE THAN 3 INCHES IN THE LOCATION OF GRID PIPES, CYCLORAMA TRACKS, OR OPERATIONAL LIGHTING MUST BE COORDINATED WITH SHEN MILSON & WILKE / PAOLETTI.	CONC CONCRETE CONN CONNECTION CONT CONTINUOUS DP DEEP/DEPTH DEPT DEPARTMENT DET DETAIL DIA DIAMETER DIM DIMENSION DN DOWN DSK DOWNSTREAM KEYER DWG DRAWING EA EACH EP ELECTRICAL PANEL ELEV ELEVATION EC EMPTY CONDUIT ENCL ENCLOSURE EQ EQUAL EQT EQUIPMENT EXT EXTERIOR (E) EXIST/EXISTING FB FLOOR BOX FIN FINISH FT FOOT/FEET FUT FUTURE
4. ALL POWER CONDUIT, POWER WIREWAYS, AND POWER JUNCTION BOXES ARE TO BE REVIEWED BY THE ELECTRICAL ENGINEER FOR CODE COMPLIANCE.	GC GENERAL CONTRACTOR HT HEIGHT/HIGH HOR HORIZONTAL ID INSIDE DIAMETER INT INTERIOR LT LIGHT MAX MAXIMUM MECH MECHANICAL MIN MINIMUM MTD MOUNTED MTG MEETING NIC NOT IN CONTRACT NTS NOT TO SCALE OFF OFFICE OC ON CENTER OPNG OPENING OPP OPPOSITE OD OUTSIDE DIAMETER
5. EMPTY CONDUIT RUNS ON THIS DRAWING SHOULD ONLY INTERCONNECTION TO BE DETERMINED BY THE ELECTRICAL ENGINEER AND FIELD CONDITIONS.	
6. ALL EMPTY CONDUIT ON THIS DRAWING TO BE 3/4" UNLESS OTHERWISE INDICATED. ALL EMPTY CONDUIT SHALL BE DEBURRED, CLEANED, CAPPED, TAGGED, AND FURNISHED WITH PULL WIRES.	
7. THERE SHALL BE A MINIMUM OF ONE PULL BOX PER 100 FEET OF STRAIGHT EMPTY CONDUIT AND A PULL BOX FOR MORE THAN TWO 90 DEGREE BENDS IN A CONDUIT RUN.	
8. POWER RECEPTACLES SHOWN ON THIS DRAWING ARE DEDICATED TO SPECIFIC AUDIOVISUAL AND TELEVISION EQUIPMENT. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL UTILITY POWER RECEPTACLES.	
9. POWER BREAKER PANELS ARE SIZED AND SPECIFIED BY THE ELECTRICAL ENGINEER. REFER TO ELECTRICAL DRAWINGS. ALL CIRCUITS SHALL BE PROTECTED BY 120VAC, 20AMP BREAKERS UNLESS OTHERWISE DETAILED.	
10. WHERE POWER CIRCUITS ARE SHOWN TERMINATING IN JUNCTION BOXES WITHOUT RECEPTACLES, THE WIRES SHALL BE TAPED AND THE BOXES COVERED. THESE CIRCUITS WILL BE CONNECTED BY OTHERS DURING INSTALLATION OF THE AUDIOVISUAL SYSTEMS EQUIPMENT.	
11. ALL CABLE TRAY THAT IS MOUNTED ON SLAB BELOW RAISED FLOOR SHALL BE SECURELY FASTENED TO SLAB. THESE TRAYS SHALL BE LEFT OPEN AND NOT PROVIDED WITH COVERS.	
12. THE METHOD OF INSTALLATION OF BOXES IN WALLS, AND THE METHOD OF PASSAGE OF CONDUITS AND WIREWAYS THROUGH ACOUSTICALLY SENSITIVE WALLS SHALL BE COORDINATED WITH THE ACOUSTICAL CONSULTANT.	
13. ELECTRICAL FEEDS ARE NOT TO BE RUN PARALLEL WITH VIDEO AND/OR AUDIO LINES OR RACEWAYS. IF ELECTRICAL FEEDS MUST RUN PARALLEL TO AUDIO/VIDEO LINES, A MINIMUM OF 4 FEET OF SEPARATOR MUST BE MAINTAINED.	

	Description
AFC	ABOVE FINISHED CEILING
AF	ABOVE FINISHED FLOOR
AFP	ABOVE FINISHED PLATFORM OR RAISED FLOOR
AS	AC LAB
AC	ACOUSTIC/ACOUSTICAL
APPROX	APPROXIMATE
ARCH	ARCHITECT/ARCHITECTURAL
@	AT
AV	AUDIOVISUAL
AVC	AUDIOVISUAL CONTRACTOR
BD	BOARD
BOTT	BOTTOM
BRKR	BREAKER
BLDG	BUILDING
CAB	CABINET
CLG	CEILING
CKT	CIRCUIT
CLO	CLOSET
CLR	CLEAR
COL	COLUMN
CNTR	COUNTER
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUOUS
DP	DEEP/DEPTH
DEPT	DEPARTMENT
DET	DETAIL
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DSK	DOWNSTREAM KEYS
DWG	DRAWING
EA	EACH
EP	ELECTRICAL PANEL
ELEV	ELEVATION
EC	EMPTY CONDUIT
ENCL	ENCLOSURE
EQ	EQUAL
EQPT	EQUIPMENT
EXT	EXTERIOR
(E)	EXIST/EXISTING
FB	FLOOR BOX
FIN	FINISH
FT	FOOT/FEET
FUT	FUTURE
GC	GENERAL CONTRACTOR
HT	HEIGHT/HIGH
HOR	HORIZONTAL
ID	INSIDE DIAMETER
INT	INTERIOR
LT	LIGHT
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MTD	MOUNTED
MTG	MEETING
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OFF	OFFICE
OC	ON CENTER
OPNG	OPENING
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED/CONTRACTOR INSTALLED
OFE	OWNER FURNISHED EQUIPMENT
OFDI	OWNER FURNISHED, OWNER INSTALLED
REC	RECESSED
REINF	REINFORCED
RCRD	RECORDING
RM	ROOM
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SER	SOUND EQUIPMENT RACK
STD	STANDARD
SBH	STANDARD BASE HEIGHT
SSH	STANDARD SWITCH HEIGHT
TEL	TELEPHONE
TELC	TELECOM
TV	TELEVISION
THK	THICK
TD	THROW DISTANCE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VAC	VOLTS, ALTERNATING CURRENT
VERT	VERTICAL
W/	WITH
W/O	WITHOUT
WP	WATERPROOF
WT	WEIGHT
W.	WIDE

TRACY CIVIC CENTER EXPANSION
1001 CIVIC CENTER DRIVE, TRACY, CALIFORNIA
TEL (209) 831-4600 FAX: (209) 831-4606

GIT OF TRAGT

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS, PUBLIC INTEREST REQUIRES MODIFICATION OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF TRAGT OR THESE PLANS, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURE AND TO REQUIRE THAT THE PLAN IS BEING MADE AND COSTS TO THE CITY BEING PAID AS THE CITY ENGINEER DEEMED APPROPRIATE. THE CITY ENGINEER IS AUTHORIZED TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRAGT.

APPROVED
PLANS APPROVED
DEC 08 2004
WILLDAN

[illegible]

Job No. 03024
Date: 10.22.04
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Drawn By:

Sheet No:

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Revisions:

APPROVED **PLANS APPROVED**
 DEC 08 2004
WILLIAM

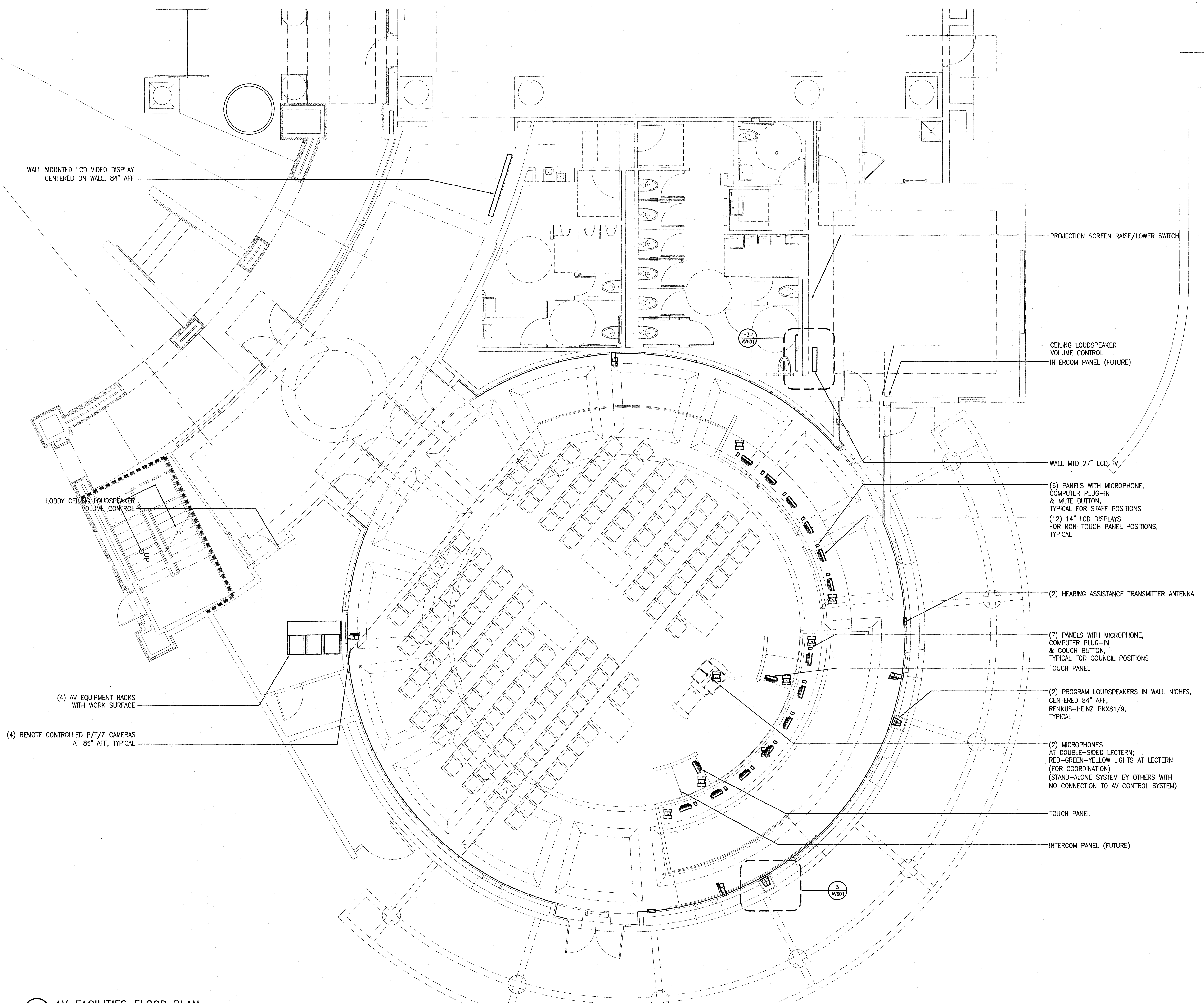
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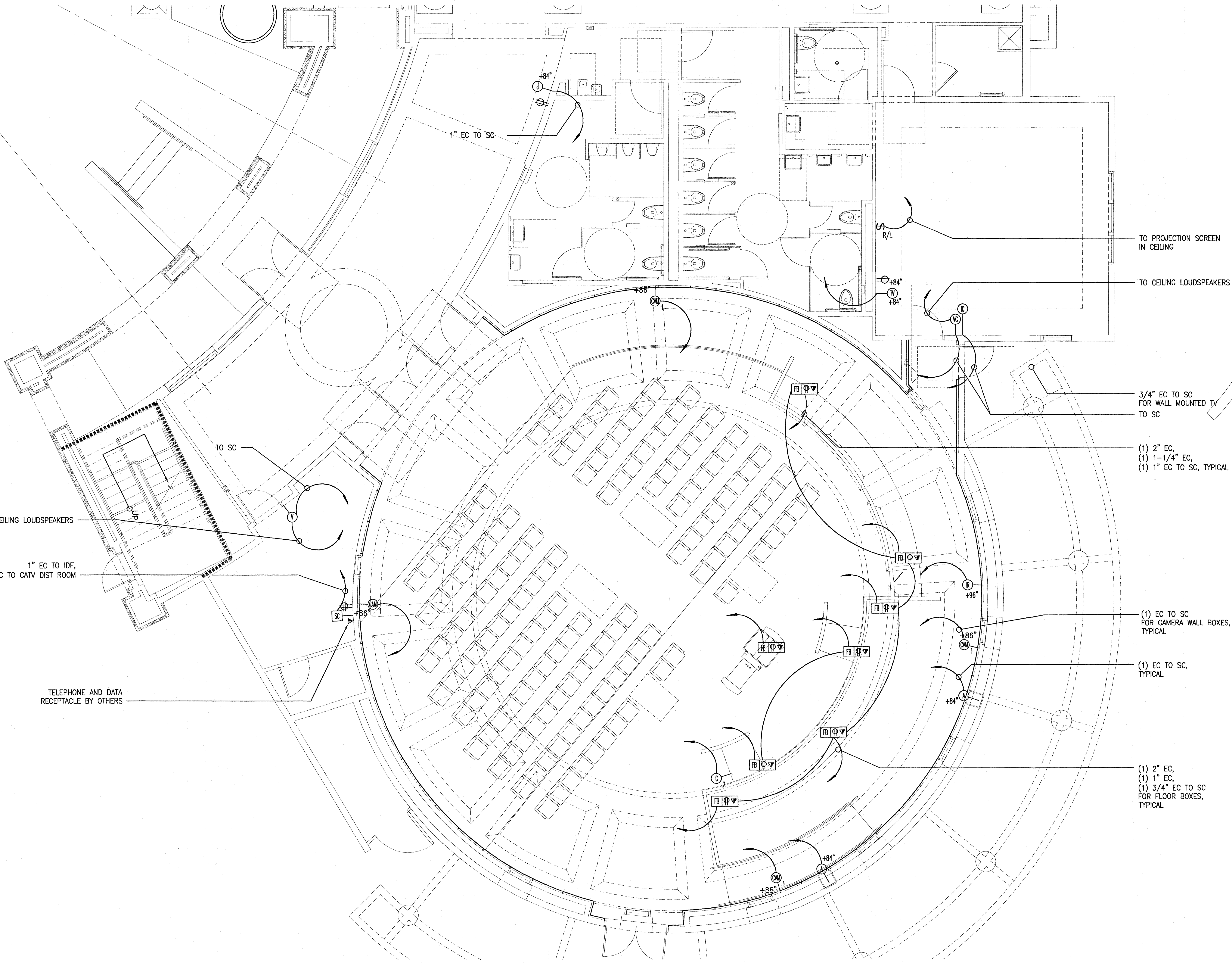
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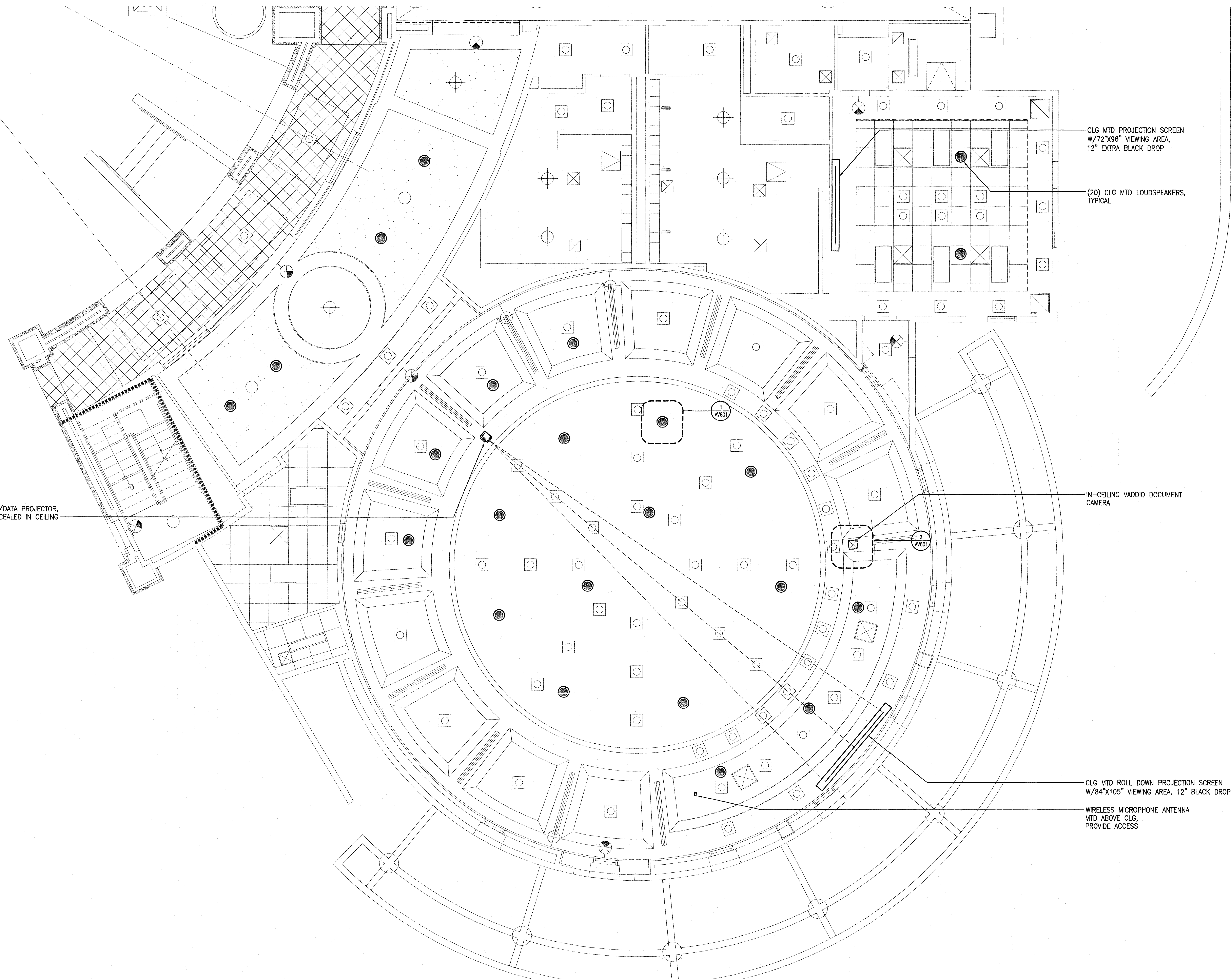
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1 AV FACILITIES FLOOR PLAN
 SCALE: 1/4"=1'-0"

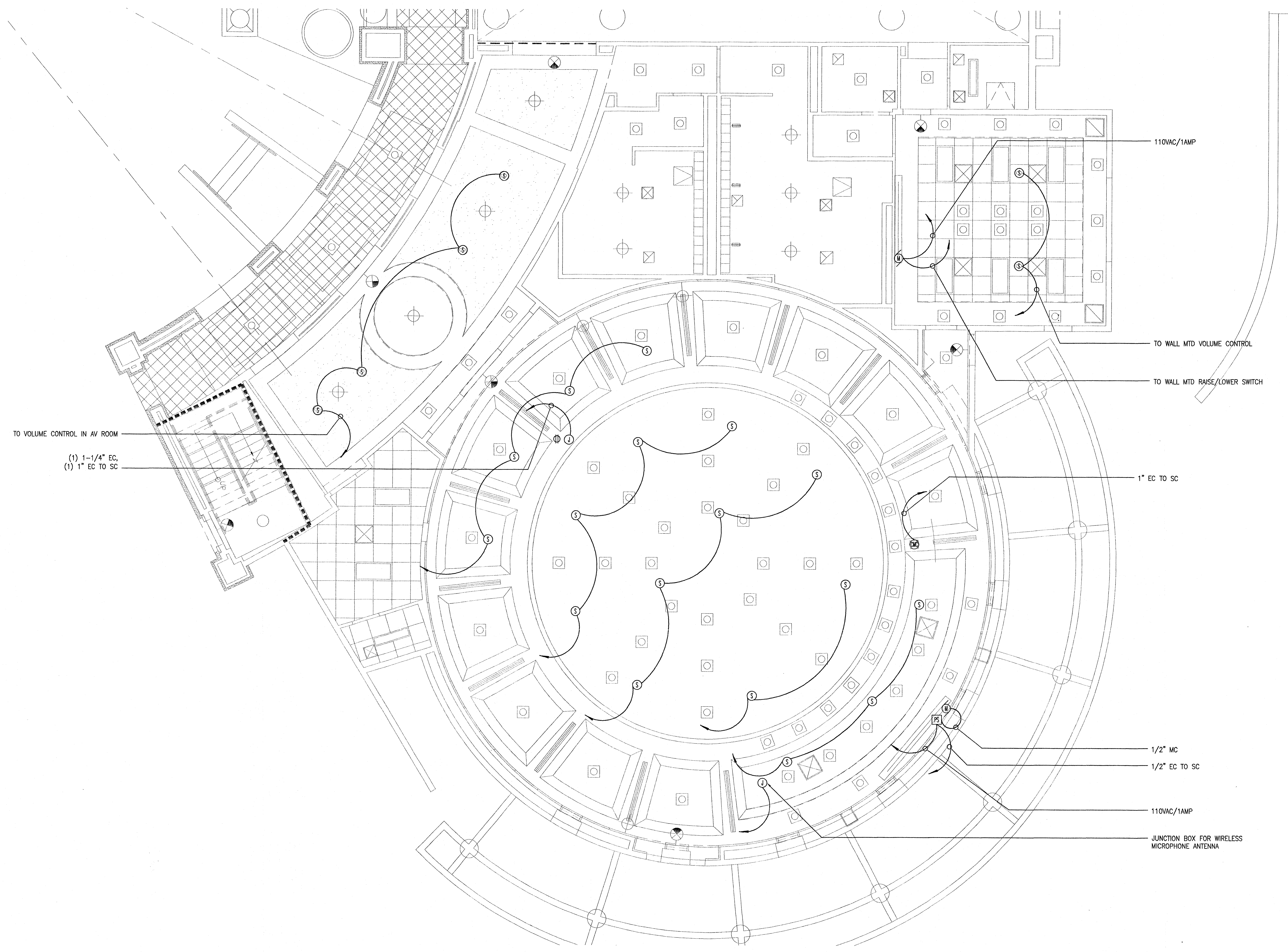


1 AV ELECTRICAL FLOOR PLAN
SCALE: 1/4"=1'-0"

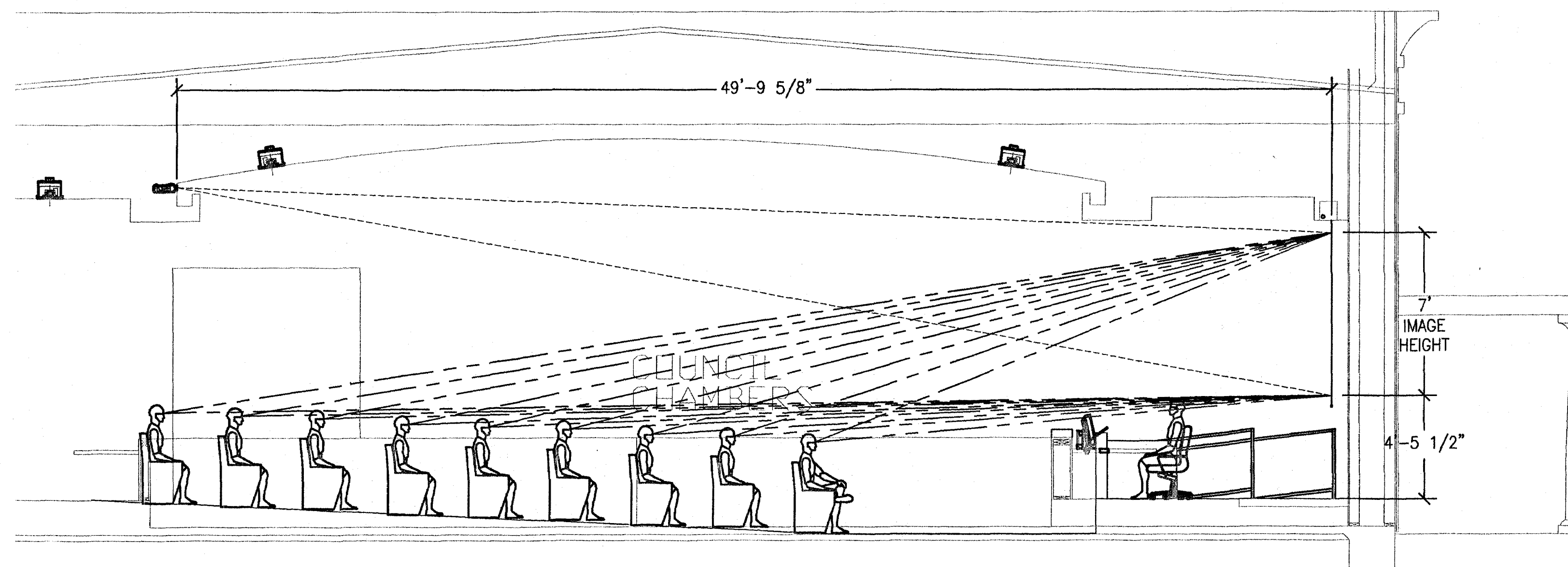


1 AV FACILITIES REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

MARK	DATE	DESCRIPTION



1 AV ELECTRICAL REFLECTED CEILING PLAN
 SCALE: 1/4"=1'-0"



1 SECTION THROUGH COUNCIL CHAMBER - SIGHTLINE STUDY
SCALE: 1/4"=1'-0"

TRACY CIVIC CENTER EXPANSION
1001 CIVIC CENTER DRIVE, TRACY, CALIFORNIA
TEL (209) 881-4600 FAX (209) 881-4606

CITY OF TRACY

THE CITY ENGINEER'S REVIEW OF THESE PLANS IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED HEREON AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON.

CITY ENGINEER

DATE

Revisions:

APPROVED
PLANS APPROVED
DEC 08 2004
WILL DAN

MARK	DATE	DESCRIPTION

Sheet Title:

Job No. 03024
Date: 10.22.04
Scale:
Drawn By:

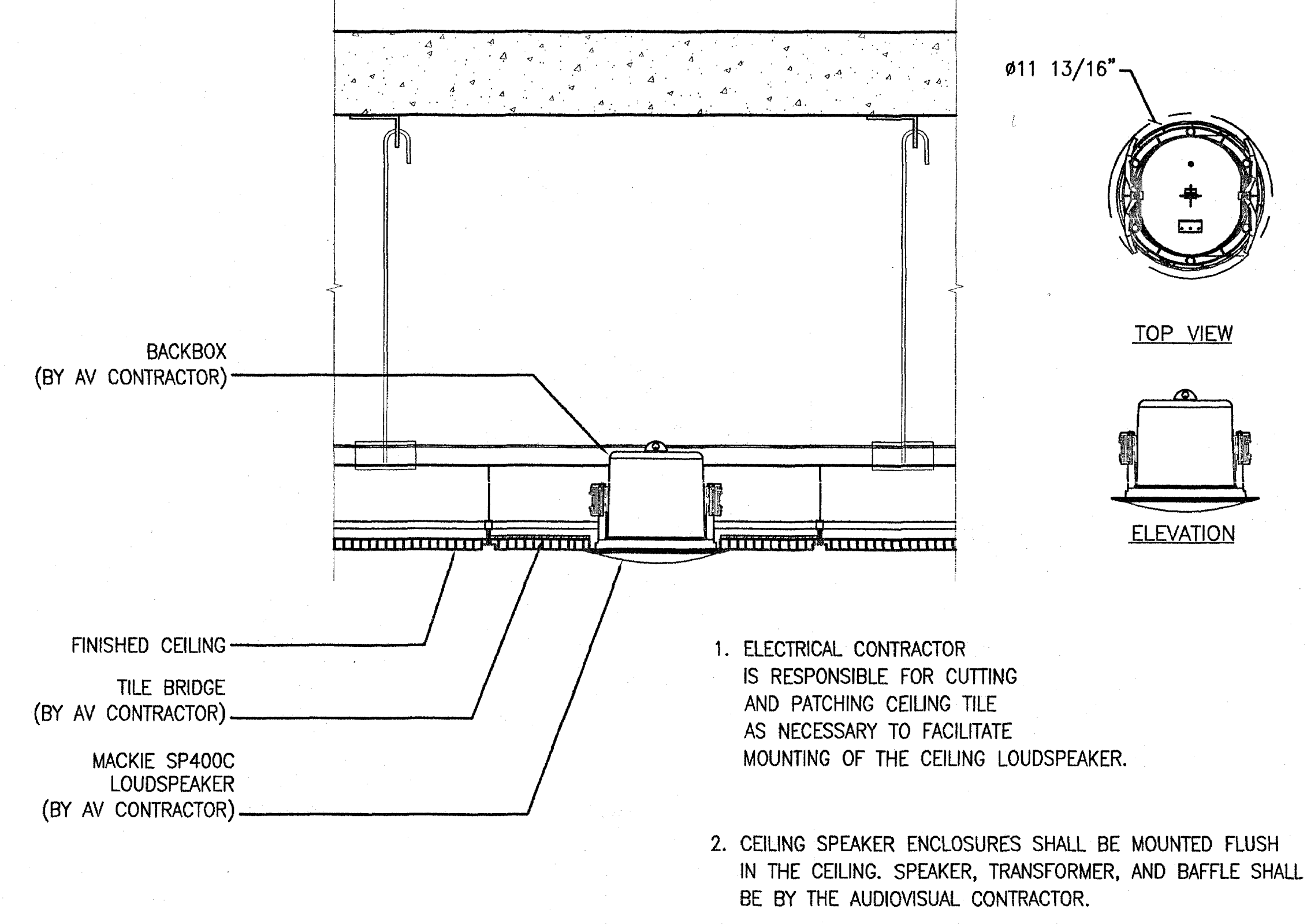
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AV5.01

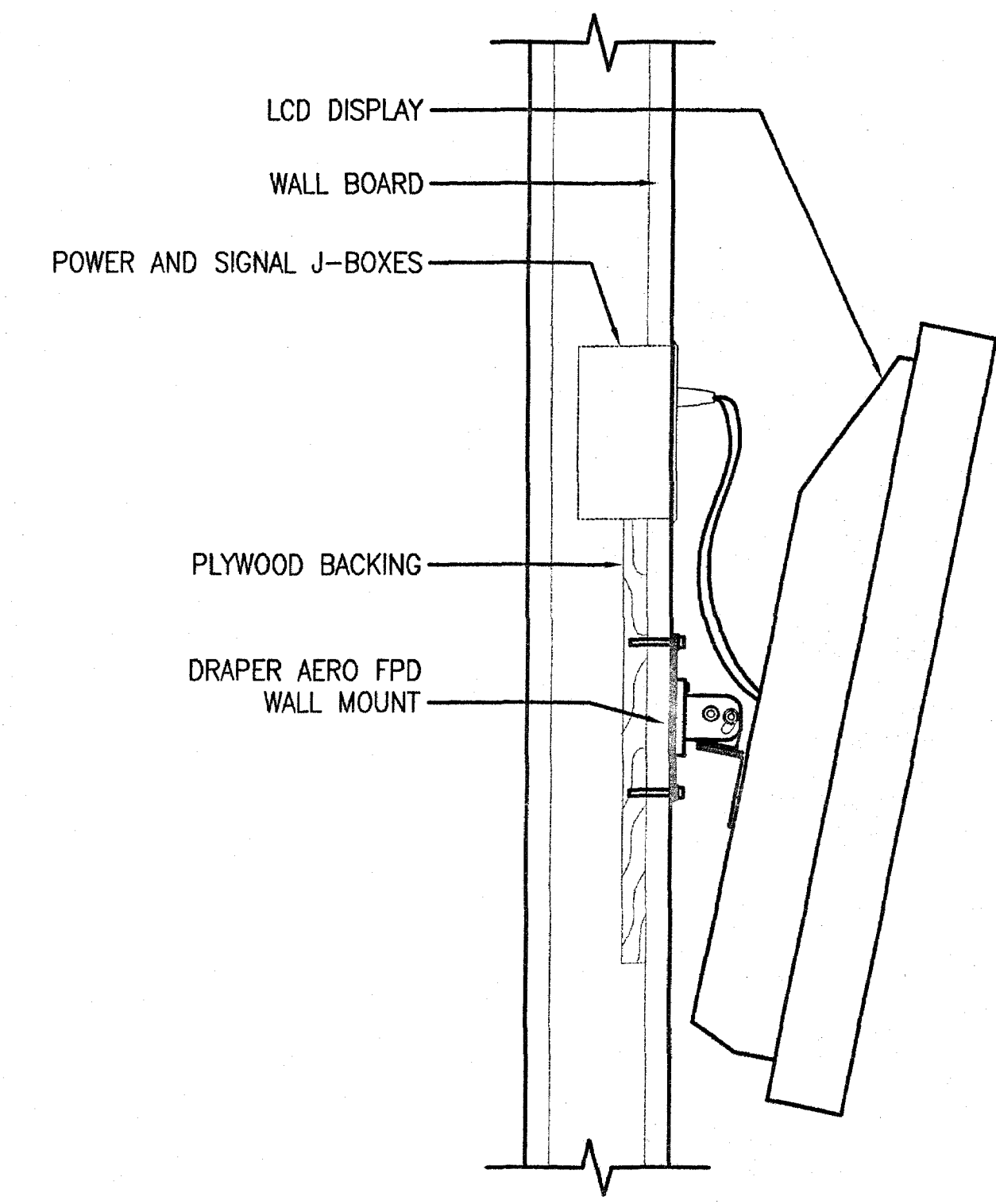
BID PACKAGE - 11.01.04

Revisions:

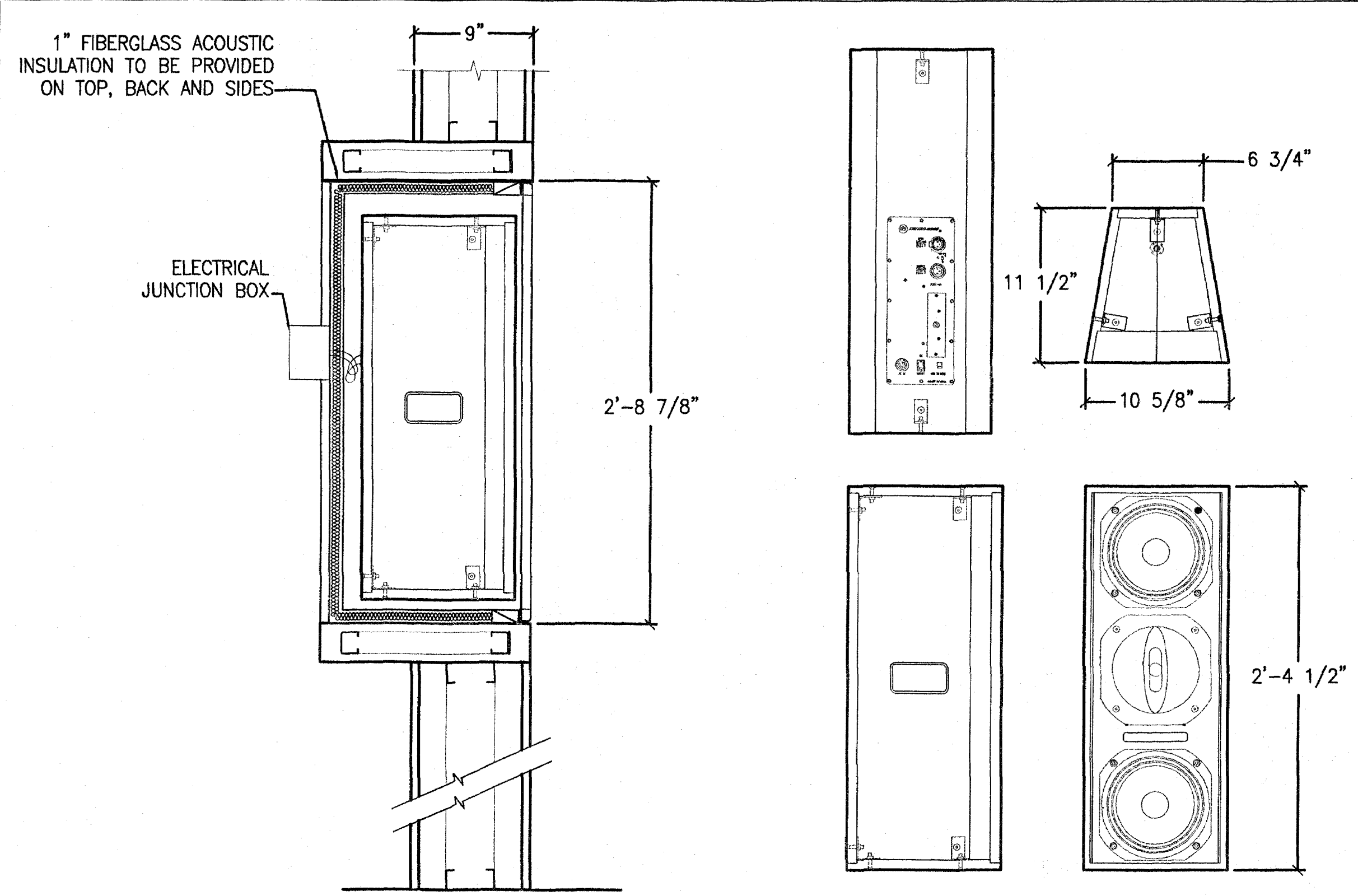
NO.	DATE	DESCRIPTION
1	DEC 08 2004	PLANS APPROVED
2		WILL DAN



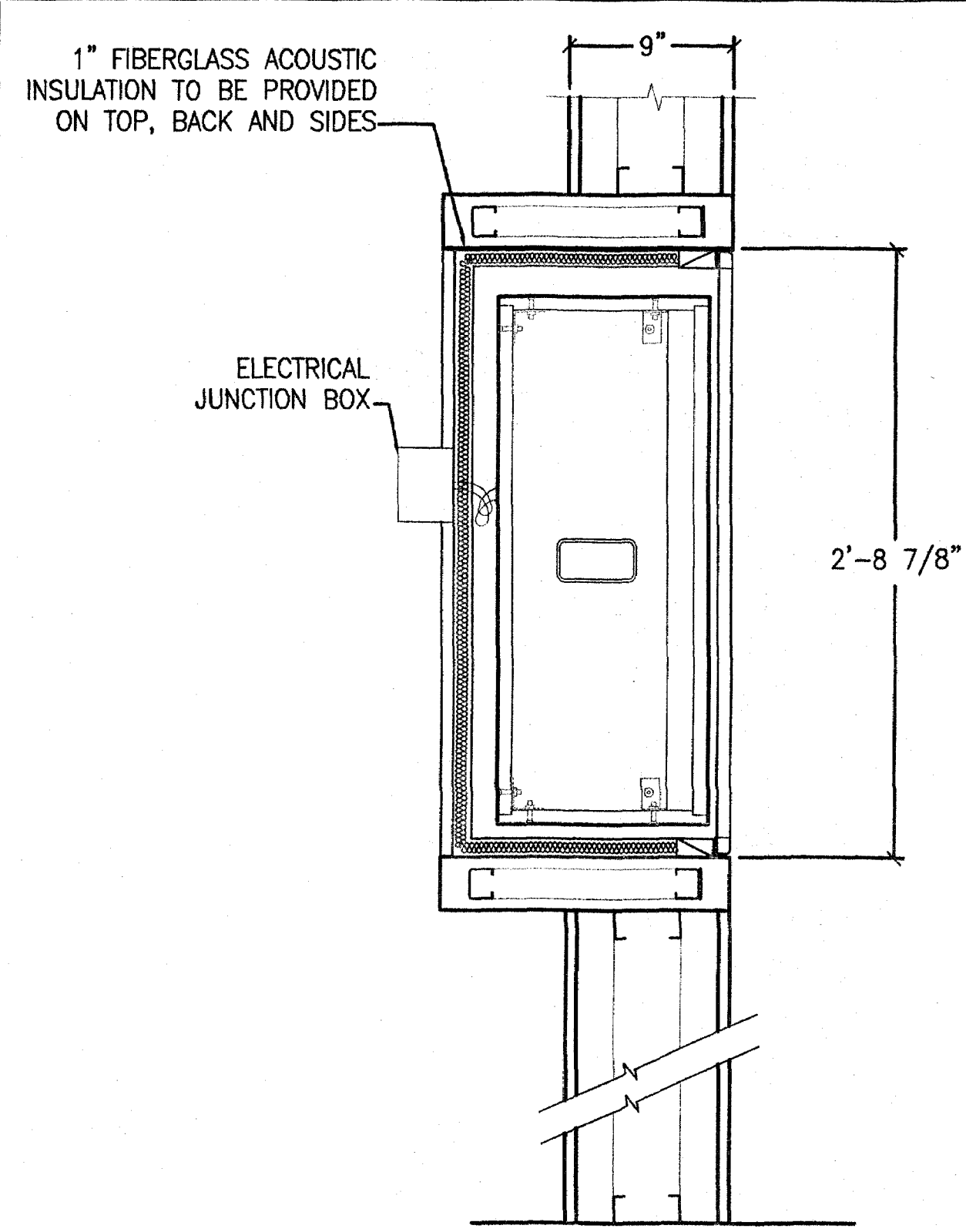
1 SOUNDTUBE CM5001 CEILING MTD LOUDSPEAKER
SCALE: TBD



3 WALL MOUNTED TV
SCALE: 1/4"=1"



5 RENKUS-HEINZ PNX81/9 PROGRAM SPEAKER IN WALL NICHE
SCALE: 1/8"=1"



2 VADDIO CEILING VIEW DOCUMENT CAMERA MOUNT
SCALE: 1/4"=1"

8 DETAIL
SCALE: TBD

7 DETAIL
SCALE: TBD

9 DETAIL
SCALE: TBD

6 DETAIL
SCALE: TBD



SHEN MILSOM WILKE
49 Mission Street, 5th Fl.
San Francisco, CA 94105
Tel: 415-391-7610
Fax: 415-391-0171

CMC CENTER EXPANSION
C.I.P. 7118

TRACY CIVIC CENTER EXPANSION
1001 CIVIC CENTER DRIVE, TRACY, CALIFORNIA
TEL (209) 831-4600 FAX. (209) 831-4606

APPROVAL OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS OR OMISSIONS CONTAINED THEREIN. IN FURNISHING THE PLANS, THE CITY ENGINEER MAKES NO WARRANTY OF ANY KIND, INCLUDING THE MERCHANTABILITY OF OR A GUARANTEE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF TRACY OR THESE PLANS. THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR REPAIRS AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY, APPROVED AS SHOWN ON THESE PLANS, AND THE CITY ENGINEER'S SIGNATURE AND SEAL SHALL BE REQUIRED TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY.

KULDEEP SHARMA CITY ENGINEER

Revisions:

PLANS APPROVED
DEC 08 2004
WILL DAN

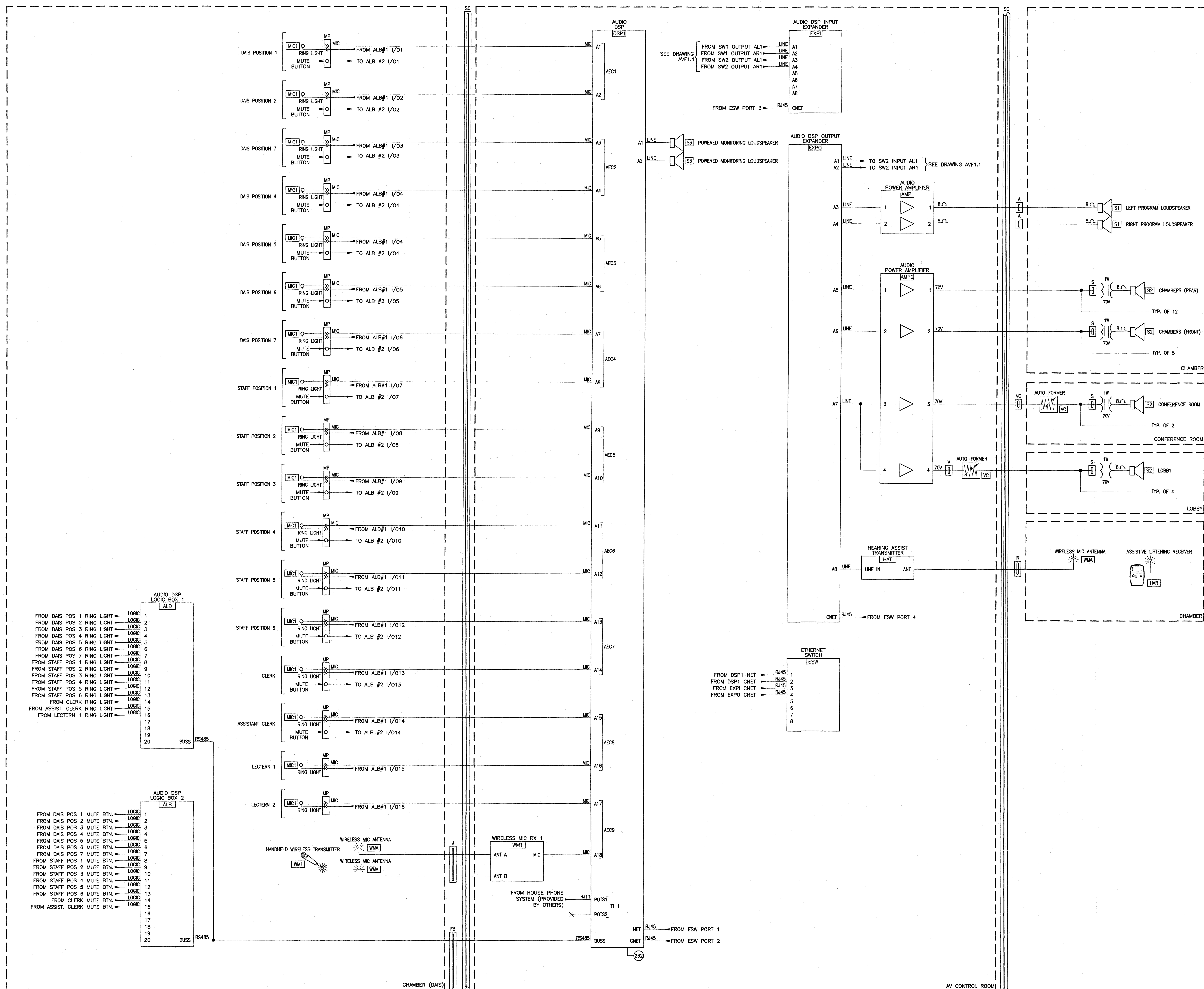
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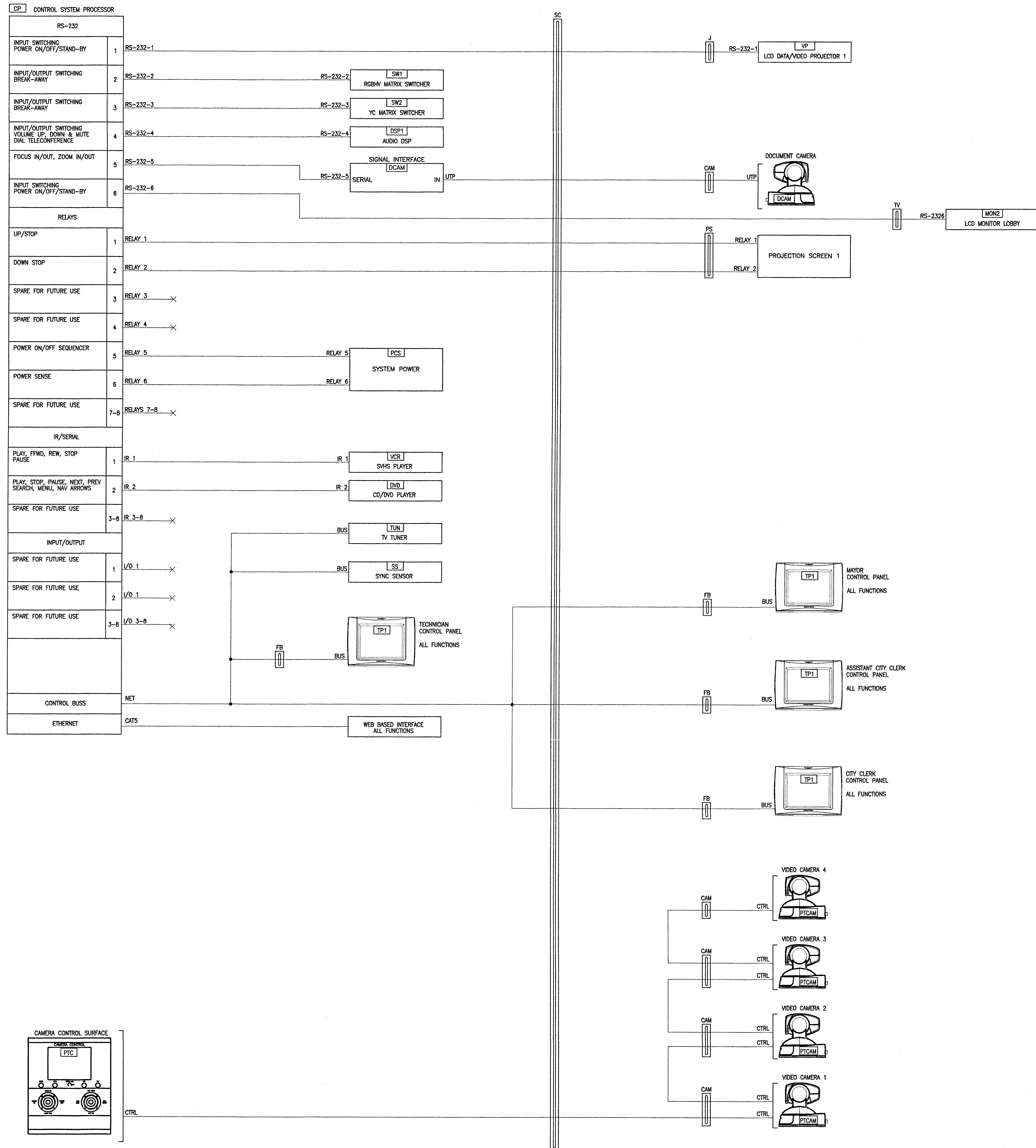
**AUDIOVISUAL
FUNCTIONAL DIAGR.
AUDIO SYSTEMS**

Job No. 03024
Date: 10.22.04
Scale:
Drawn By:

Sheet No:

AVF1.2





1. What is "Steerable mic array" location(s), is it only at the Podium or for all microphones on the Dias? There is no specification for the Dias microphones. Are these to be reused or replaced.
 - a. This is at both of the Podium stations to provide coverage of both sides of the podium. No specification is provided. This is a new installation. Existing microphones are to remain.
2. Type and count of chamber ceiling speakers?
 - a. See as built.
3. Type and count of speakers behind Dias, are these speakers functional?
 - a. See as built.
4. Are all of the new wireless Shure Digital microphones to take the place of the existing microphones on the Dias?
 - a. The Shure Digital wireless Microphones are to be used throughout the Chamber and Room 203. These are not a replacement for any hardwired microphones.
5. Type of ADA (IR / RF / Loop)?
 - a. This is a system to keep the City of Tracy within State and Federal guidelines. Current systems used throughout the City facilities are made by Listen Technologies. No specification provided, builders choice.
6. Type of broadcast inputs/outputs? SDI?
 - a. Correct.
7. Type of control panel in the Green room?
 - a. Control of the new TV is needed. This should be a hardwired connection and easy to use. This does not need to be control panel, just a button plate like a Pixie Plus.
8. Do we need a local laptop input in the Green room?
 - a. None needed.
9. Source selection for Green room TV?
 - a. None needed.
10. Lighting and shades manufacturer and model of existing control interface (Crestron)?
 - a. See as built.
11. Type of Comcast, ATT and Granicus signal feeds?
 - a. All SDI. Comcast and ATT will need to be down converted to 480i.
12. Type and count of JBL speakers in Room 203?
 - a. Two. JBL Control 29AV-1. See As built.
13. Exhibit A is not covering any requirements for mobile truck? How would you like us to address this option?
 - a. This will be addressed following this project. No action needed at this stage.
14. Any phone lines for chamber (POTS / VOIP)?
 - a. Existing VOIP.
15. Number of inputs at Dias and it types (VGA /HDMI)? Local Dias Monitors for each person?
 - a. Please review RFP.
16. Other than the document camera are there additional video sources (DVD, VCR, etc)?
 - a. HDMI inputs, Computers, document camera, Broadcast cameras as shown in the RFP. No DVD or VCR needed.
17. Local speakers and monitors in Control booth?
 - a. As described in the RFP.
18. Could some of existing AV equipment to be re-used (Amps, control processor, etc)?
 - a. Existing Room Lighting, Window Shades, speakers and the Dias microphones.
19. Where is a I/O plate location for mobile truck?
 - a. This will be addressed following this project. No action needed at this stage.

20. For the press pool, what signal type(s) would you require?
 - a. Mono Line Level signal via XLR connectors
21. Specific list of cold spare parts?
 - a. This will depend on the equipment selected by the bidder. Please use your best practices.
22. The RFQ does spec an AJA router and of course the Crestron so it does appear to me that they will pass on the "all NDI solution" and the NC1 i/o will be required. Please confirm.
 - a. This will depend on the equipment selected by the bidder. Please use your best practices.
23. AW-UE150 – this camera is NDI-HX compatible with POE++ as well so single low voltage cable to each camera location will be needed. A POE++ enable switch with a power budget to cover all cameras will be required if single cable drop to each camera is desired. However- the RFQ does state an AJA which is not a POE++ Switch. Please Clarify.
 - a. This will depend on the equipment selected by the bidder. Please use your best practices.
24. How is voting handled is it a requirement or should we include a quote as a part of option number 4?
 - a. Include as part of number 4.
25. How are the proposal going to be scored as the is there a system weighted on best proposal or will the award go to the lowest qualified bidder?
 - a. Completeness of proposal and may also go to the lowest qualified bidder.
26. There is no specification for the Dias microphones are we replacing these microphones.
 - a. Not at this time.
27. Newtek TC1 does include graphics that can be tied to a data base however, a standalone graphics program such as NewBlueFX or VizRt for enhanced graphics is available. Is this a requirement at this time, if so, please specify.
 - a. Alternates will be considered.
28. Electrical that will be needed will be covered by the Contractor or will the City handle the power for the new displays? The majority of the bidders for this project will only carry a C7 low voltage license, so if the City needs the bidder to do the Electrical, a subcontractor will be needed.
 - a. Please include within your bid as appropriate.

RESOLUTION 2020-_____

APPROVING A GENERAL SERVICES AGREEMENT WITH DIVERSIFIED OF PLEASANTON, CALIFORNIA FOR EQUIPMENT AND INSTALLATION OF AUDIO AND VIDEO SYSTEMS UPGRADES FOR CITY COUNCIL CHAMBER CIP 71089, WITH A NOT TO EXCEED BUDGET OF \$688,752, AUTHORIZING AN APPROPRIATION OF \$105,317 FROM THE CHANNEL 26 FUND (F295), AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$89,837, IF NEEDED.

WHEREAS, On February 5, 2019, the project for the City Council Chambers Audio Video Upgrade was advertised for proposals and the Request for proposal (RFP) was posted on the City website and,

WHEREAS, A non-mandatory pre-proposal meeting was held on February 20, 2019, at 1:00 p.m. at City Hall, and,

WHEREAS, A total of 6 proposals were received on March 6, 2019, and,

WHEREAS, A Council Chamber Audio Video Upgrade Review Committee comprised of staff opened and reviewed the proposals for qualifications, the cost, quality of work, clarity, and ability to meet needs as it relates to the project, and,

WHEREAS, Diversified of Pleasanton, California, was identified as the lowest responsible bidder, and,

WHEREAS, An additional appropriation of \$105,317 from the Channel 26 Fund (F295) is needed to complete this project, as follows;

PROJECT COST		AVAIL. FUNDS
CHARGES YTD	\$66,565	\$142,911 GENERAL PROJECTS (F301)
EQUIPMENT & INSTALLATION	\$688,752	\$507,089 CHANNEL 26 (F295)
TOTAL	\$755,317	\$650,000
UNDERFUNDED	\$105,317	

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves a General Services Agreement with Diversified of Pleasanton, CA in the amount of \$598,915, authorizes an appropriation of \$105,317 from the Channel 26 Fund (F295), and authorizes the City Manager to approve change orders up to the contingency amount of \$89,837, if needed.

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

ACCEPT IMPROVEMENTS FOR CORDES RANCH TWO MILLION GALLON WATER TANK, 6.48 MILLION GALLON PER DAY WATER BOOSTER PUMP STATION, PRESSURE REDUCING VALVE, AND THE WATER TANK SITE IMPROVEMENTS; ASSUME RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR; APPROVE A LANDSCAPE MAINTENANCE AGREEMENT; AUTHORIZE THE CITY ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS; AND AUTHORIZE THE CITY CLERK TO FILE NOTICE OF COMPLETION

EXECUTIVE SUMMARY

City Council approved two Offsite Improvement Agreements with Prologis L.P., a Delaware Limited Partnership (Developer) for construction of a two million gallon potable water tank, booster pump station, pressure reducing valve, and associated site work within the Cordes Ranch development (now known as the International Park of Commerce). Developer has completed all improvements in accordance with the approved Offsite Improvement Agreements, project plans, and specifications. Staff recommends that City Council accept the improvements as complete and authorize the City Engineer to release the Developer's payment and performance bonds. Staff further recommends City Council approve a Landscape Maintenance Agreement requiring Developer to maintain site landscape and irrigation improvements until such time as a Community Facilities District is formed.

DISCUSSION

On December 16, 2014, City Council approved an Offsite Improvement Agreement by Resolution No. 2014-207 with Developer for construction of a two million gallon water tank, required for potable water storage in support the various industrial projects within the International Park of Commerce.

On July 7, 2015, City Council approved an Offsite Improvement Agreement by Resolution No. 2015-105 with Developer for construction of a 6.48 million gallon per day potable water booster pump station, pressure reducing valve, and water tank site improvements.

On December 6, 2016, City Council approved the First Amendment to the Offsite Improvement Agreement for the two million gallon water tank, mentioned above, by Resolution No. 2016-256. This First Amendment allowed the Developer to proceed with landscape and irrigation improvements on the tank and booster station site.

The City Engineer has inspected the completed work and recommends acceptance of all the improvements completed in accordance with the Offsite Improvement Agreements.

The estimated cost of the improvements is as follows:

2 Million Gallon Water Tank	\$ 5,764,700
6.48 MGD Booster Station and Site Improvements	\$ 2,169,200
Land Value	\$ 300,000
Total	\$ 8,233,900

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

The city is currently working with the Developer to form a Community Facilities District (CFD) for the Cordes Ranch development, which would create a funding source for maintenance of certain public improvements within the public rights of way. The water tank and booster pump station site includes approximately two acres of irrigated and landscaped property that will ultimately be maintained by the CFD. Since the CFD has yet to be created, Developer has agreed to continue maintenance of the irrigation and landscaping improvements on the tank and booster pump station site and post adequate security to assure that continued maintenance until such time as the CFD is formed.

A total of 108,901 square feet (2.50 acres) has been dedicated as a public parcel for the water tank and booster station site (Water Tank Parcel) at the southeast corner of Hansen Road and Hood Way. In addition, a temporary public access easement and agreement is being provided to allow access from the existing Hansen Road right of way. This easement will only be required until additional right of way along Hansen Road is dedicated by Developer and accepted by the City. This additional right of way dedication will be accepted along with acceptance of Phase 1A Non-Program Improvements, currently under construction through an Offsite Improvement Agreement approved by Resolution No. 2015-119.

The dedication in fee of the Water Tank Parcel will be accepted by the City Clerk.

FISCAL IMPACT

The Developer, in accordance with the Offsite Improvement Agreement, completed all improvements. The infrastructure improvements and land dedication cost of \$8,233,900 will be included in the City of Tracy assets of the Water Enterprise Fund 511.

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 City Council, by resolution, accept improvements associated with the Offsite Improvement Agreements for the two million gallon water tank and 6.48 million gallon per day water booster station; assume responsibility for their future maintenance and repair; authorize the City Engineer to release the performance and payment bonds; and authorize the City Clerk to file notice of completion with San Joaquin County Recorder's Office.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Water Tank Parcel dedication
Attachment C – Grant of Easement Agreement
Attachment D – Landscape Maintenance Agreement

CORDES RANCH - 6.48 MILLION GALLON PER DAY
BOOSTER PUMP STATION, PRESSURE REDUCING VALVE (PRV),
AND THE REMAINING TANK SITE IMPROVEMENTS



LOCATION MAP
NTS

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: Portion 209-220-120

Space Above This Line for Recorder's Use

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103,
and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS, L.P., a Delaware limited partnership ("Grantor")

hereby grant(s) to the

CITY OF TRACY, a Municipal corporation ("Grantee")

the real property more particularly described in Exhibit A attached hereto and made a part hereof,
subject, however, to all matters of record and any state of facts which an accurate survey or
personal inspection made of the Property as of the date hereof would show.

[Signature Page Follows]

MAIL TAX STATEMENTS AS DIRECTED ABOVE
(Grantee is exempt from County Transfer Tax)

[Signature Page to Grant Deed]

Grantor:

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By:

Name:

Title:


ALIREZA HARANDI
VP, INVESTMENT OFFICER

Date: _____, 2019

RESOLUTION OF ACCEPTANCE:

This is to certify that the interest in real property conveyed by this Deed or Grant is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

City Clerk, City of Tracy, California

Pursuant to Section 66477.5 of the California Government Code, the local agency shall re-convey the property to the subdivider if the local agency makes a finding that the same purpose for which the property was dedicated does not exist or any portion of thereof is not needed for public utilities, as specified in Subdivision (c) of the Section

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

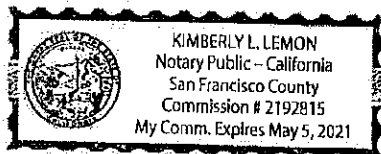
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On January 16, 2020 before me, Kimberly L. Lemon, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Mirza Harandi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant Deed Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT 'A'
LEGAL DESCRIPTION
TANK PARCEL

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 26, NORTH 0° 22' 32" EAST, 1772.44 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 37' 28" EAST, 60.50 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 45° 46' 13" EAST, 91.62 FEET;

THENCE SOUTH 88° 50' 06" EAST, 338.50 FEET;

THENCE SOUTH 01° 09' 54" WEST, 446.48 FEET;

THENCE NORTH 48° 31' 09" WEST, 527.59 FEET;

THENCE NORTH 00° 22' 32" EAST, 39.91 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 108,901 SQUARE FEET OR 2.500 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



DEAN A. JURADO, P.L.S. 9032

1-15-20

DATE

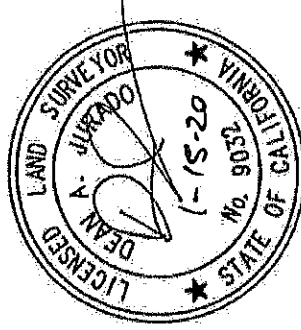




0 100' 200' 400'
Scale 1" = 200 ft

(FUTURE HOOD ROAD)

ADJUSTED PARCEL 2
2017-035528 O.R.



TANK PARCEL
108,901 ± SF
(2.5000 ± AC)

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
SF SQUARE FEET
AC ACRES

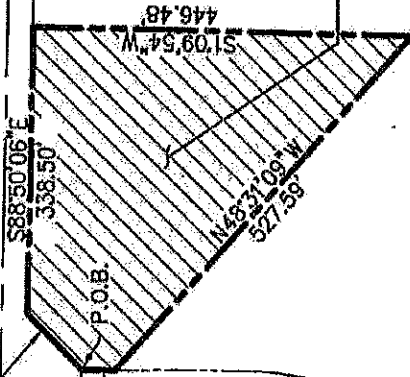
N45°46'13"E
91.62'

S89°37'28"E
60.50'

N0°22'32"E
39.91'

HANSEN ROAD
(FUTURE IRON
HORSE ROAD)

N0°22'32"E
1772.44'



SOUTH WEST CORNER
OF SECTION 26

27 126

34 35

P.O.C.

SCHULTE ROAD



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8798

EXHIBIT "A" PAGE 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION
TANK PARCEL

TRACY

CALIFORNIA

DATE	AUGUST, 2019
BY	RJH/JMW
JOB NO.	A09500-116
SCALE	1"=200'
SHEET	1 OF 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF TRACY
333 Civic Center Plaza
Tracy, California, 95376
Attn: City Clerk

(Space Above this Line is for Recorder's Use Only)

This Grant of Easement and Agreement is recorded at the request and for the benefit of the City of Tracy and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

GRANT OF EASEMENT AND AGREEMENT
(Hood Way Access to Water Tank)

This GRANT OF EASEMENT AND AGREEMENT (this "Easement Agreement") is entered into this ____ day of _____, 20____, by and between Prologis, L.P., a Delaware limited partnership (the "Owner"), and the CITY OF TRACY, a California municipal corporation ("City").

R E C I T A L S

A. Owner is the owner in fee of that certain real property located in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to that certain Offsite Improvement Agreement, dated October 21, 2014, between the Owner and City (the "Offsite Improvement Agreement"), Owner has constructed and installed twenty-four inch (24") and sixteen inch (16") diameter water lines and other equipment, apparatus, fixtures and appliances associated therewith (the "Water Lines") within the Property, which are connected to a nearby 2.0 million gallon potable water tank (the "Water Tank"), also constructed by Owner pursuant to another Offsite Improvement Agreement, dated February 3, 2015, and located on the Water Tank Parcel. Concurrently herewith, Owner intends to convey to the City the fee interest in the Water Tank Parcel, and hereby grant City this easement across the Property for the purpose of reasonable ingress and egress to and from the Water Tank Parcel, until such time as the private street which includes the Easement Area (as defined below) is dedicated to the City.

C. City and Owner desire to enter into this Easement Agreement to provide for the grant by Owner to City of an easement on, over, across, and through portions of the Property to enable City to access the Water Tank Parcel.

D. City and Owner acknowledge and agree that the Easement Area is located in a private street which will ultimately be dedicated to the City in fee simple for use as a public street.

A G R E E M E N T

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, City and Owner hereby agree as follows:

1. Grant of Easement. Owner hereby grants to City, its successors and assigns, a permanent, non-exclusive, easement in perpetuity on, over, across, and through the portion of the Property described in Exhibit "B-1" attached hereto and depicted on Exhibit "B-2" attached hereto (the "Easement Area") for the purpose of reasonable access, ingress, and egress across the Property, to and from the Water Tank Parcel, for such purposes.

2. Owner's Use of Easement Area. The rights and obligations of Owner with respect to the use of the Easement Area shall be as set forth in this Section 2. In the event of any inconsistency between the provisions of this Section 2 and the provisions set forth in any other agreement or document with regard to the Owner's use of the Easement Area, the provisions of this Section 2 shall control. Owner and the City acknowledge that the Easement Area is located in a private street which was constructed pursuant to plans and specifications approved by the City, which street will be conveyed to the City in the future at which time the street will become a public street. Until the street is conveyed to the City, Owner shall have the right to use the surface of the land within the boundaries of the Easement Area as a street.

3. Indemnity. City shall indemnify, defend, and hold harmless Owner from and against any and all claims, liabilities, and losses which Owner may sustain, incur, or be liable for arising out of City's use or activities on the Property in connection with the reconstruction, repair, replacement, improvement, operation or maintenance of the Water Tank, except those which arise out of the negligent acts or omissions or willful misconduct of Owner, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by Owner. Owner shall indemnify, defend, and hold harmless City from and against any and all claims, liabilities, and losses which City may sustain, incur, or be liable for arising out of Owner's use of the Easement Area, except those which arise out of the negligent acts or omissions or willful misconduct of City, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by City. The foregoing indemnity from Owner shall expressly exclude liability arising from any vehicular or traffic-related damages to property or injury to persons, including death, unless such liabilities are caused by the Owner's activities, in the Easement Area of the private street.

4. Miscellaneous.

4.1 Covenants Run With the Land. The covenants contained in this Easement Agreement shall be covenants running with the land comprising the Property, and shall bind every person having any interest in the Property. Upon the City's acquisition of the portion of the Property which is the private street, the easement granted herein for the Water Lines shall merge with the fee interest of such street, and the easement shall be of no further force and effect.

4.2 Entire Agreement, Waivers, and Amendments. This Easement Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous discussions, negotiations, and agreements between the parties relating thereto. All waivers of the provisions of this Easement Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations of this Easement Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Easement Agreement. This Easement Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by City, or its successors or assigns, and Owner, or its successors or assigns, and duly recorded in the Office of the San Joaquin County Recorder.

4.3 Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.4 Severability. The invalidity or unenforceability of any provision of this Easement Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to the other party or to a different set of circumstances.

4.5 Notices. Any notice to be given under this Easement Agreement shall be given by personal delivery, by depositing the same in the United States Mail, certified or registered, postage prepaid, or by depositing the same with Federal Express or another reputable overnight delivery service, at the following address:

City:	City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer
Owner:	Prologis, L.P. 1800 Wazee Street, Suite 500 Denver, CO 80202 Attn: General Counsel

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any notice given by overnight delivery service shall be effective twenty-four hours after deposit with such service. Any party may change its address for notice by giving written notice of such change to the other party.

4.6 Remedies. In any judicial proceeding or arbitration or other action (collectively, "Action") between City and Owner seeking enforcement of any of the terms and provisions of this Easement Agreement, the parties' remedies shall be limited to specific enforcement of the terms of this Easement Agreement, and in no event shall either party seek or be entitled to money damages for an asserted breach of this Easement Agreement.

4.7 Authority. The persons executing this Easement Agreement on behalf of the parties hereto warrant and represent that they are duly authorized to execute and deliver this Easement Agreement on behalf of such party, and by so executing this Easement Agreement, said party is formally bound to the provisions of this Easement Agreement.

4.8 Counterparts. This Easement Agreement may be executed in counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, City and Owner have executed this Easement Agreement as of the date first written above.

[Signature appears on next page]

“OWNER”

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By: 
Name: ALIREZA HAYLANDI
Title: VP, INSTRUMENT OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Francisco)

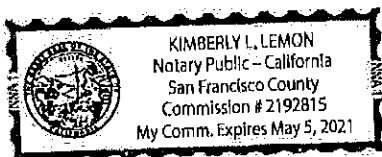
On January 16, 2020 before me, Kimberly L. Lemon, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Alireza Horandi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement & Agmt Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

"CITY"

CITY OF TRACY, a California
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Leticia M. Ramirez
City Attorney

[SEAL]

NOTARY ACKNOWLEDGMENT

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 _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ 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 of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

PARCEL 1:

ADJUSTED PARCEL 2 AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LLA NO. MS17-0009, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 03, 2017 AS INSTRUMENT NO. 2017-128772 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF "PARCEL C" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 31, 2012 AS INSTRUMENT NO. 2012-175018, TOGETHER WITH A PORTION OF "ADJUSTED PARCEL 2" AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS, SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SITUATED IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00° 22' 49" WEST, 1053.52 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING LAST SAID LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 89° 37' 11" EAST, 49.50 FEET,
- 2) SOUTH 44° 13' 39" EAST, 87.95 FEET,
- 3) SOUTH 88° 50' 06" EAST, 2254.87 FEET,
- 4) NORTH 46° 10' 03" EAST, 84.16 FEET, AND
- 5) NORTH 1° 09' 54" EAST, 867.79 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE WESTSIDE IRRIGATION UPPER MAIN CANAL,

THENCE ALONG SAID SOUTHWESTERLY LINE, THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 44° 40' 37" EAST, 108.58 FEET,
- 2) SOUTH 49° 34' 40" EAST, 167.00 FEET,
- 3) SOUTH 00° 22' 24" WEST, 6.53 FEET,
- 4) SOUTH 49° 34' 40" EAST, 112.46 FEET,
- 5) SOUTH 38° 24' 40" EAST, 882.28 FEET,
- 6) SOUTH 33° 50' 40" EAST, 409.59 FEET,
- 7) SOUTH 51° 59' 10" EAST, 316.69 FEET,

East of Hansen Road (Hood page 1)

8) SOUTH 82° 03' 10" EAST, 346.27 FEET,

9) SOUTH 63° 46' 10" EAST, 178.59 FEET, AND

10) SOUTH 50° 28' 40" EAST, 1312.07 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26, THENCE ALONG SAID EAST LINE, SOUTH 00° 24' 44" WEST, 2712.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26, THE FOLLOWING TWO (2) COURSES:

1) NORTH 88° 49' 20" WEST, 2639.73 FEET, AND

2) NORTH 88° 36' 10" WEST, 2643.63 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SECTION 26, NORTH 00° 22' 32" EAST, 616.60 FEET;

THENCE LEAVING THE WEST LINE OF SAID SECTION 26 THE FOLLOWING FOURTEEN (14) COURSES:

1) SOUTH 88° 36' 10" EAST, 1000.62 FEET,

2) NORTH 1° 23' 50" EAST, 431.00 FEET,

3) NORTH 88° 36' 10" WEST, 25.00 FEET,

4) NORTH 1° 23' 50" EAST, 97.12 FEET,

5) NORTH 88° 13' 13" WEST, 40.46 FEET, TO A POINT OF CURVATURE,

6) ALONG THE ARC OF A 490.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4° 22' 07", AN ARC DISTANCE OF 37.36 FEET TO A POINT OF COMPOUND CURVATURE, THE RADIUS OF WHICH BEARS SOUTH 2° 35' 20" EAST,

7) THENCE ALONG THE ARC OF A 1970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2° 27' 44", AN ARC DISTANCE OF 84.66 FEET, TO A POINT OF NON-TANGENCY,

8) SOUTH 84° 59' 12" WEST, 329.66 FEET,

9) SOUTH 85° 40' 20" WEST, 59.94 FEET, TO A POINT OF CURVATURE,

10) THENCE ALONG THE ARC OF A 1010.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3° 35' 19", AN ARC DISTANCE OF 63.26 FEET TO A POINT OF COMPOUND CURVATURE, THE RADIUS OF WHICH BEARS NORTH 0° 44' 21" WEST,

11) THENCE ALONG THE ARC OF A 2032.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1° 54' 14", AN ARC DISTANCE OF 67.53 FEET, TO A POINT OF TANGENCY,

12) NORTH 88° 50' 06" WEST, 171.66 FEET,

13) SOUTH 45° 46' 13" WEST, 100.97 FEET,

14) SOUTH 89° 37' 28" EAST, 60.50 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 26,

THENCE ALONG THE LAST SAID WEST LINE, NORTH 0° 22' 32" EAST, 958.65 FEET, TO THE SOUTHWEST CORNER OF ADJUSTED PARCEL 1 RECORDED ON MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528;

THENCE ALONG THE BOUNDARY OF SAID ADJUSTED PARCEL 1 THE FOLLOWING NINETEEN (19) COURSES;

1) SOUTH 89° 37' 28" EAST, 49.50 FEET,

2) SOUTH 44° 13' 47" EAST, 100.43 FEET,

3) SOUTH 88° 50' 06" EAST, 488.07 FEET,

4) ALONG THE ARC OF A 101.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32° 41' 32", AN ARC DISTANCE OF 57.63 FEET TO A NON-TANGENT LINE,

5) SOUTH 88° 50' 06" EAST, 86.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, FROM WHICH THE CENTER BEARS NORTH 70° 22' 53" EAST,

6) ALONG THE ARC OF A 31.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL OF ANGLE OF 69° 12' 59", AN ARC DISTANCE OF 37.45 FEET,

7) SOUTH 88° 50' 06" EAST, 635.95 FEET,

8) SOUTH 89° 58' 51" EAST, 550.11 FEET,

9) SOUTH 88° 50' 06" EAST, 269.27 FEET,

10) ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25° 06' 11", AN ARC DISTANCE OF 48.19 FEET TO A NON-TANGENT LINE,

11) SOUTH 88° 50' 06" EAST, 96.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, FROM WHICH THE CENTER BEARS NORTH 70° 22' 53" EAST,

12) ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56° 45' 08", AN ARC DISTANCE OF 22.78 FEET,

13) SOUTH 88° 50' 06" EAST, 36.46 FEET,

14) NORTH 00° 24' 44" EAST, 2139.18 FEET,

15) NORTH 88° 50' 06" WEST, 1572.30 FEET,

16) NORTH 89° 51' 27" WEST, 392.29 FEET,

17) NORTH 88° 50' 06" WEST, 355.72 FEET,

18) SOUTH 45° 46' 21" WEST, 89.83 FEET, AND

East of Hansen Road (Hood page 3)

19) NORTH 89° 37' 11" WEST, 49.50 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE LAST SAID WEST LINE NORTH 00° 22' 49" EAST, 253.74 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF SAID SECTION 26 LYING NORTHEASTERLY OF THE WESTSIDE IRRIGATION UPPER MAIN CANAL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 26,

THENCE LEAVING ALONG THE EAST LINE OF SECTION 26, SOUTH 0° 24' 21" WEST, 2478.32 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID UPPER MAIN CANAL;

THENCE ALONG LAST SAID NORTHEASTERLY LINE THE FOLLOWING TEN (10) COURSES:

1) NORTH 50° 28' 40" WEST, 1263.31 FEET,

2) NORTH 63° 46' 10" WEST, 198.01 FEET,

3) NORTH 82° 03' 10" WEST, 338.73 FEET,

4) NORTH 51° 59' 10" WEST, 286.71 FEET,

5) NORTH 33° 50' 40" WEST, 401.21 FEET,

6) NORTH 38° 24' 40" WEST, 891.92 FEET,

7) NORTH 49° 34' 40" WEST, 178.14 FEET,

8) SOUTH 0° 22' 23" WEST, 6.53 FEET,

9) NORTH 49° 34' 40" WEST, 114.00 FEET, AND

10) NORTH 44° 40' 37" WEST, 303.96 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG LAST SAID NORTH LINE, SOUTH 88° 40' 55" EAST, 302.43 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE CONTINUING ALONG LAST SAID NORTH LINE, SOUTH 88° 40' 55" EAST, 2643.14 FEET TO THE POINT OF BEGINNING;

For conveyancing purposes, APN 209-220-140 & 209-220-120

EXHIBIT "B-1"
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT 'B-1'
LEGAL DESCRIPTION
ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 26, NORTH 0° 22' 32" EAST, 1772.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 0° 22' 32" EAST, 199.92 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 37' 28" EAST, 49.50 FEET;

THENCE SOUTH 44° 13' 47" EAST, 100.43 FEET;

THENCE SOUTH 88° 50' 06" EAST, 345.08 FEET;

THENCE SOUTH 1° 09' 54" WEST, 64.00 FEET;

THENCE NORTH 88° 50' 06" WEST, 338.50 FEET;

THENCE SOUTH 45° 46' 13" WEST, 91.62 FEET;

THENCE NORTH 89° 37' 28" WEST, 60.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 41,800 SQUARE FEET OR 0.9596 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.


DEAN A. JURADO, P.L.S. 9032

1-15-20
DATE



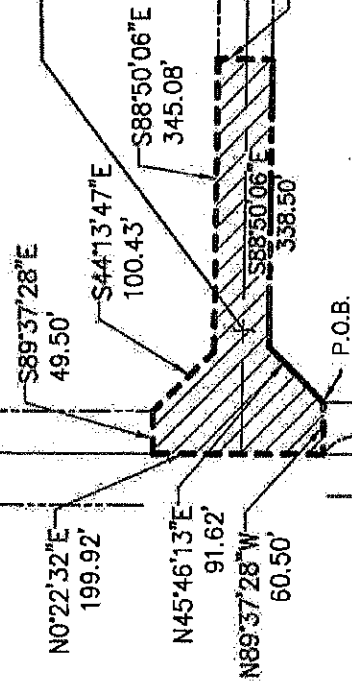
EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA

Hood Way Access
Easement (Water Tank)



0 100' 200' 400'
Scale 1" = 200 ft

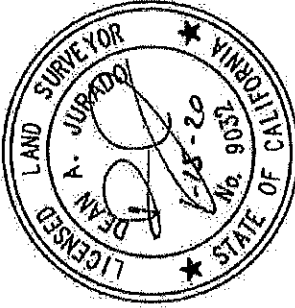
ACCESS EASEMENT
41,800 ± SF
(0.9596 ± AC)



(FUTURE HOOD ROAD)

HANSEN ROAD
(FUTURE IRON
HORSE ROAD)

ADJUSTED PARCEL 2
2017-035528 O.R.



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- SF SQUARE FEET
- AC ACRES

SOUTH WEST CORNER
OF SECTION 26

SCHULTE ROAD



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B-2"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ACCESS EASEMENT

TRACY

CALIFORNIA

DATE	AUGUST, 2019
BY	RJH/JMW
JOB NO.	A09500-116
SCALE	1"=200'
SHEET	1 OF 1

**CITY OF TRACY
AGREEMENT FOR MAINTENANCE
OF LANDSCAPE AND IRRIGATION IMPROVEMENTS
INTERNATIONAL PARK OF COMMERCE WATER TANK AND
BOOSTER STATION**

This Agreement is made this 6th day of November, 2019, by and between Prologis, L.P. ("Developer"), and the City of Tracy, a Municipal Corporation, ("City").

RECITALS

THIS AGREEMENT is based upon the following facts:

- A. Pursuant to the Cordes Ranch Specific Plan and City of Tracy Water Master Plan, Developer is required to design and construct a two million gallon water tank to support various industrial projects within Cordes Ranch (currently known as International Park of Commerce) on approximately 108,901 square feet (2.50 acres), which property is described with greater specificity in Exhibit A hereto (the "Property"), and to dedicate the improved Property to the City.
- B. On December 16, 2014, pursuant to Resolution No. 2014-207, the City of Tracy City Council approved an Offsite Improvement Agreement with Developer for construction of the two million gallon water tank on the Property.
- C. On July 7, 2015, pursuant to Resolution 2015-105, the City Council approved an Offsite Improvement Agreement with Developer for construction of a 6.48 million gallon per day potable water booster pump station, pressure reducing valve, and related improvements on the Property.
- D. On December 6, 2016, pursuant to Resolution No. 2016-256, the City Council approved the First Amendment to the Offsite Improvement Agreement for the water tank, allowing the Developer to proceed with certain landscaping and irrigation improvements pursuant to approved landscape and irrigation plans on the Property, a copy of which plans is attached hereto as Exhibit B.
- E. All public improvements on the Property required by the Offsite Improvement Agreements have now been substantially completed and the City is preparing to accept Developer's dedication of the improved Property for public use.
- F. The Property includes irrigation and landscape improvements (the "Improvements") that will ultimately be maintained by an Owner's Association (OA) to be formed by the Developer in the future. In addition, the City and Owner anticipate forming a dormant Communities Facilities District (CFD) to provide for a contingent special tax to pay for the maintenance obligations in the event the City Determines the OA is unable to maintain the Improvements provided for in this and other agreements with Developer.

- G. Developer has agreed to continue to maintain the Improvements following the City's acceptance of the Property, and to provide the City with financial security to ensure such continued maintenance of the Improvements until such time as the CFD is formed.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, as follows:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements on the Property.
2. Duty to Maintain Improvements. Developer agrees to diligently care for and maintain the Improvements utilizing generally accepted methods of cultivation and watering, as necessary to keep the Improvements in healthy and functioning condition. Developer agrees to maintain that standard of care and maintenance consistent with Tracy Municipal Code Section 10.08.3560(n) and as necessary to prevent the Improvements from deteriorating to the extent that their value as landscaping and irrigation facilities is materially diminished. City hereby grants to Developer a license to enter the Property for purposes of performing the obligations set forth in this Agreement.
3. City's Right to Assume Maintenance Obligations. If the Developer fails to meet the standard of care and maintenance set forth in Section 2, as reasonably determined by the City, the City shall serve the Developer with a written Notice of Deficiency. Upon receipt of the Notice of Deficiency, Developer shall have twenty (20) days in which to make the necessary corrections as required by the Notice of Deficiency, unless the necessary corrections cannot reasonably be completed in twenty (20) days, in which event Developer shall commence the corrections within the twenty (20) day period and shall diligently pursue the completion.

If Developer does not make the required corrections within twenty (20) days or if the corrections cannot be completed in twenty (20) days, if Developer has not commenced to perform the corrections within such twenty (20) day period, the City may perform such work as it considers reasonably necessary to correct the conditions giving rise to the Notice of Deficiency and to ensure that the landscape and irrigation improvements are properly maintained. The City reserves the right to perform such corrective work through its own employees or through an independent contractor, and to deduct the costs of such work from the financial security provided to the City by Developer pursuant to Section 4 below. If the City elects to perform such corrective work and to deduct the costs of such work from Developer's financial security, then Developer shall, not later than thirty (30) days following Developer's receipt from City of a written Demand to Replenish Financial Security accompanied by an invoice describing in reasonable detail the costs of such corrective work, replenish the financial security to its original balance.

4. Financial Security. Not later than five (5) business days following Developer's execution of this Agreement, Developer shall provide the City with financial security

in the amount of fifty-two thousand dollars (\$52,000.00), by a cash deposit or in the form of a Letter of Credit reasonably acceptable to the City, to ensure the continued maintenance of the landscape and irrigation improvements. Said cash deposit or letter of credit shall be retained by the City until such time as the CFD is created.

5. Release of Financial Security. The City shall release the financial security set forth in paragraph 4 within a reasonable time following the effective date of the formation of a CFD for the International Park of Commerce that provides funding for the continued maintenance of the Improvements. Notwithstanding the foregoing, prior to the City's release of the financial security, the City shall complete an inspection of the Property to determine whether the Improvements have been maintained in accordance with the standard of care and maintenance requirements set forth in Section 2. In the event the City identifies any deficient conditions requiring repairs or maintenance, the City shall deliver to the Developer a Notice of Deficiency as described in Section 3. If the Developer does not timely correct such deficiency as required in Section 3, the City shall be entitled to retain any or all of the financial security to the extent required to correct any deficient conditions in the Improvements, as reasonably determined by the City, and which corrective measures shall be undertaken by the City within fifty (50) days from that date on which Developer was required to correct the deficiency. If corrective measures cannot be completed within the fifty (50) day period, a schedule of work shall be provided to Developer and the security shall not be released until said work is completed.
6. Additional Remedies. In addition to the City's remedies set forth in Section 5 above, the City may bring legal action to collect the sums due as the result of the making of expenditures for restoration and maintenance of landscape and irrigation improvements. Developer agrees that if the City initiates such legal action and succeeds in such action, Developer shall pay the City all reasonable attorneys' fees and court costs incurred by the City in such legal action, together with interest accruing fifty (50) days from the date the Notice of Deficiency is served upon the Developer.
7. Notices. Notice given by each party to this Agreement shall be served to the other party at the address shown below:

Notice to the City:

Director of Development and Engineering Services
City of Tracy
333 Civic Center Plaza,
Tracy, California, 95376.

Notice to Developer:

Scott Swenson, Vice President
Prologis L.P., a Delaware Limited Partnership
Pier 1, Bay 1
San Francisco, CA 94111

8. Miscellaneous Terms and Provisions.

- a) If any provision of this contract is judged invalid, the remaining provisions are not affected and remain in full force.
- b) Notice to the Developer shall be considered served when issued personally to the Developer, or when deposited in the U.S. Mail by Certified Mail to the address stated in Section 7 above.
- c) Subject to the terms and conditions herein, the Developer agrees that the City shall have the right to perform of all actions which the City reasonably considers necessary for the restoration, maintenance or care of the Improvements.
- d) If there is more than one person signing this Agreement as Developer, the obligations of this Agreement shall be joint and several.
- e) This Agreement contains a full, final and exclusive statement of the Developer and the City relating to the subject matter hereof.
- f) The obligations imposed on Developer by this Agreement terminate immediately upon Developer's receipt of written notice from the City that either (i) the OA has assumed responsibility for maintenance of the Improvements, or (ii) the City has assumed responsibility for maintenance of the Improvements, following the effective date of the formation of a CFD for the International Park of Commerce that provides funding for the continued maintenance of the Improvements.

[Remainder of Page Intentionally Left Blank]

WITNESS WHEREOF, the parties have executed this Agreement on the day and in the year above written.

DEVELOPER

CITY OF TRACY

Prologis, L.P, a Delaware limited
partnership

By: Prologis, Inc., its general partner

By: 

By: _____

Print Name and Title:

Print Name and Title:

Ali Harandi, Vice President

EXHIBIT 'A'
LEGAL DESCRIPTION
TANK PARCEL AND ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID SECTION 26;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 26, NORTH 0° 22' 32" EAST, 1772.44 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 37' 28" EAST, 80.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45° 46' 13" EAST, 91.62 FEET;

THENCE SOUTH 88° 50' 06" EAST, 338.50 FEET;

THENCE SOUTH 01° 09' 54" WEST, 446.48 FEET;

THENCE NORTH 48° 31' 09" WEST, 527.58 FEET;

THENCE NORTH 00° 22' 32" EAST, 39.91 FEET TO THE POINT OF BEGINNING;

CONTAINING 108,901 SQUARE FEET OR 2.500 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE-MENTIONED POINT OF BEGINNING;

THENCE NORTH 89° 37' 28" WEST, 80.50 FEET TO A POINT ON THE WESTERLY LINE OF SAID SECTION 26;

THENCE ALONG SAID WESTERLY LINE, NORTH 0° 22' 22" EAST, 199.92 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 89° 37' 28" EAST, 49.50 FEET;

THENCE SOUTH 44° 13' 47" EAST, 100.43 FEET;

THENCE SOUTH 88° 50' 06" EAST, 345.08 FEET;

THENCE SOUTH 1° 09' 54" WEST, 64.00 FEET TO THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, NORTH 88° 50' 06" WEST, 338.50 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 45° 46' 13" WEST, 91.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,800 SQUARE FEET OR 0.9596 ACRES OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

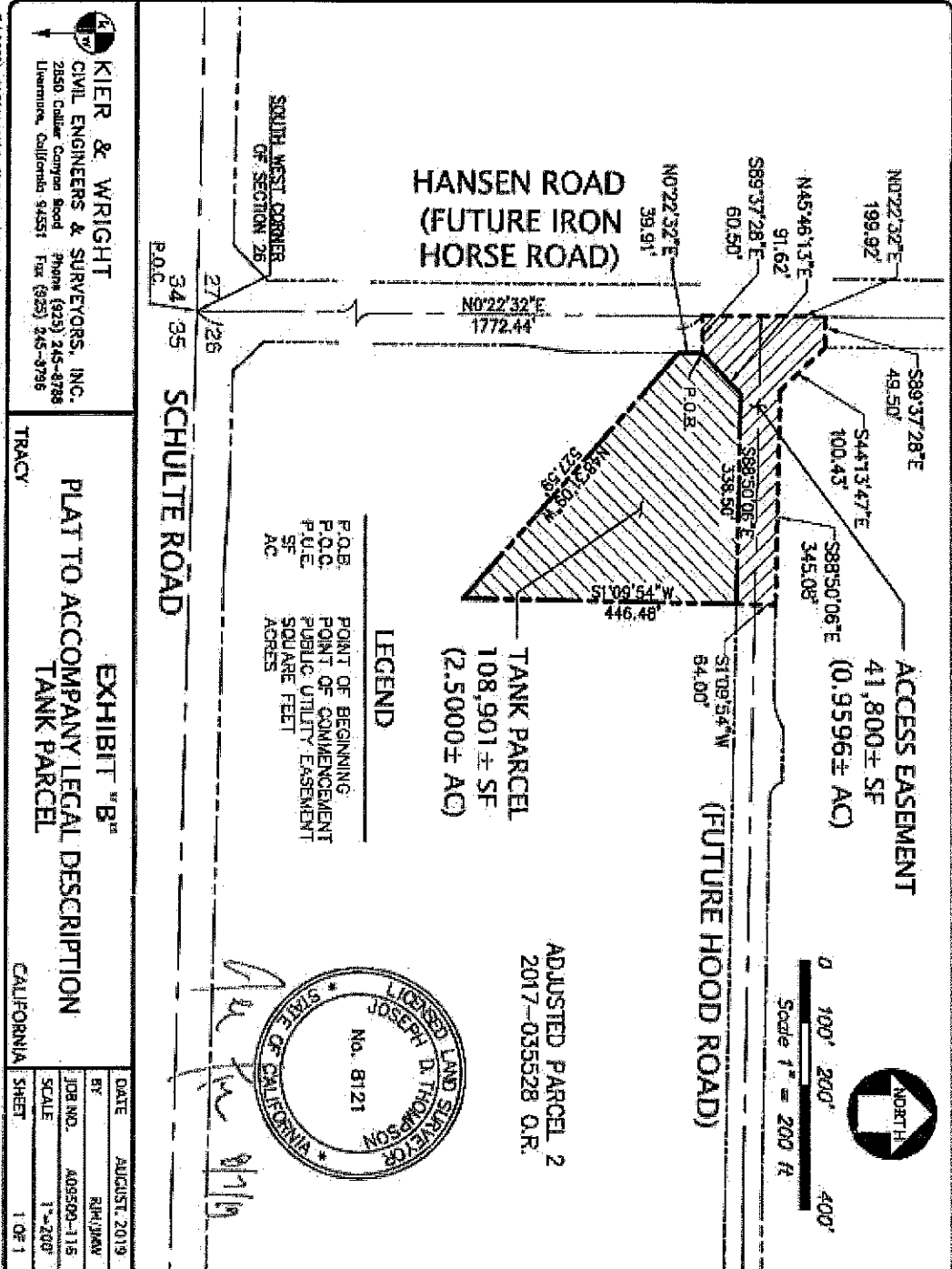
THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.



JOSEPH D. THOMPSON, P.L.S. 8121

8/7/19
DATE





KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2150 Cedar Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-3796

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
TANK PARCEL

CALIFORNIA

2:12025\A05500-116\UNCL\SURVEY\PLATS\B-116 A05500-116-01 TANK SITE.dwg 8-07-19 02:30:18 PM Preparation

Name: TANK PCL

North: 2088602.1628' East: 6272185.8613'

Segment #1 : Line

Course: N45°46'13"E Length: 91.62'

North: 2088666.0712' East: 6272251.5115'

Segment #2 : Line

Course: S88°50'06"E Length: 338.50'

North: 2088659.1889' East: 6272589.9415'

Segment #3 : Line

Course: S01°09'54"W Length: 446.48'

North: 2088212.8012' East: 6272580.8638'

Segment #4 : Line

Course: N48°31'09"W Length: 527.59'

North: 2088562.2607' East: 6272185.6053'

Segment #5 : Line

Course: N00°22'32"E Length: 39.91'

North: 2088602.1698' East: 6272185.8669'

Perimeter: 1444.09' Area: 108901.02 Sq. Ft.

Error Closure: 0.0090 Course: N38°59'50"E

Error North: 0.00700 East: 0.00567

Precision 1: 160455.56

Name: IEE

North: 2087432.3444' East: 6272384.7542'

Segment #1 : Line

Course: S89°37'28"E Length: 49.50'

North: 2087432.0199' East: 6272434.2532'

Segment #2 : Line

Course: S44°13'47"E Length: 100.43'

North: 2087360.0569' East: 6272504.3068'

Segment #3 : Line

Course: S88°50'06"E Length: 345.08'

North: 2087353.0409' East: 6272849.3155'

Segment #4 : Line

Course: S01°09'54"W Length: 64.00'

North: 2087289.0541' East: 6272848.0142'

Segment #5 : Line

Course: N88°50'06"W Length: 338.50'
North: 2087295.9364' East: 6272509.5842'

Segment #6 : Line

Course: S45°46'13"W Length: 91.62'
North: 2087232.0281' East: 6272443.9340'

Segment #7 : Line

Course: N89°37'28"W Length: 60.50'
North: 2087232.4246' East: 6272383.4353'

Segment #8 : Line

Course: N00°22'32"E Length: 199.92'
North: 2087432.3403' East: 6272384.7457'

Perimeter: 1249.54' Area: 41799.75 Sq. Ft.

Error Closure: 0.0094 Course: S64°25'23"W

Error North: -0.00408 East: -0.00852

Precision 1: 132930.85

EXHIBIT B
Approved Improvement Plans

HANSEN ROAD

KEY MAP
N.T.S

STREETSCAPE
LANDSCAPING UNDER
SEPARATE PERMIT

CORNER LANDSCAPING TO
BE SUBMITTED UNDER
SEPARATE PERMIT

ACCENT ROCK SURFACING
IN R.O.W. PLANTERS (TYP)
- SEE SPECS.

OLD ROAD E

ACCENT ROCK SURFACING
TYP. - SEE SPECS.

LIMIT OF LANDSCAPE
WORK

AT&T VAULT

TRANS.

PUMP STATION

DENOTES
LIMIT OF
MULCHING

FENCE LINE - SEE CIVIL
DWGS.

LIMIT OF LANDSCAPE
WORK

WATERTANK

DENOTES (CONTINUOUS)
TOP OF BERM

LIMIT OF LANDSCAPE
WORK



PLANT LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	COMMENTS	WATER USAGE Water Use Classification Of Landscape Species
TREES				
	Arbutus unedo / Strawberry Tree	24" box	Multi-trunk, match in size	L
	Cedrus deodora / Deodar Cedar	24" box	Matched in size	L
	Pinus halepensis / Aleppo Pine	24" box	Matched in size	L
	Pinus eldarica / Afghan Pine	24" box	Matched in size	L
	Quercus ilex / Holly Oak	24" box	Matched Standards	L
	Quercus wislizenii Interior Valley Oak	24" box	Matched Standards	M
	Lagerstroemia hyb. 'Dynamite' / Red Flowering Crape Myrtle	24" box	Matched Standards	L
	Olea europaea 'Swan Hill' / Swan Hill Olive	24" box	Multi-trunk, match in size	L
	Laurus x. 'Saratoga' / Saratoga Bay Laurel	24" box	Matched Standards	L
SHRUBS				
	Arctostaphylos 'Howard McMinn' / Howard McMinn Arctostaphylos	15 gal.		L
	Frangula californica 'Eve Case' / Eve Case Coffeeberry	15 gal.		L
	Dodonaea viscosa / Hopseed Bush	15 gal.		L
	Rosa californica / California Wild Rose	5 gal.		L
	Lomandra longiflora 'Breeze' / Breeze Mat Rush	1 gal. Hold 18" from back of curb or paving		L
GRASSES				
	Festuca mairei / Atlas Fescue	1 gal. Spacing @ 3'-0" o.c. Hold 3' from back of paving		L
	Muhlenbergia rigens / Deergrass	1 gal. Spacing @ 3'-0" o.c. Hold 3'-6" from back of paving		L
	Juncus patens 'Elk Blue' / Elk Blue California Rush	1 gal. Spacing @ 2'-6" o.c.		M
GRAVEL				
	Brown accent rock - See specs.			

PLANTING NOTES:

- HOLD ALL GRASSES MIN. 3' AWAY FROM SIDEWALK.
- 3" BARK MULCH TO BE APPLIED IN ALL PLANTER AREAS AND WHERE SHOWN ON PLANS. NO BARK MULCH ON SLOPE OF DETENTION POND.
- ALL TREE SHALL BE MIN. 10' AWAY FROM ALL FENCE LINES
- ALL TREES SHALL BE MIN. 8' CLEAR OF SS LINE.
- SEE SPECIFICATIONS AND DETAIL D7.0 ON SHEET L3 FOR PLANTING NOTES AND INFORMATION



DB+A

DAVID BABCOCK + ASSOCIATES
LANDSCAPE ARCHITECTS
3581 PALM DIABLO BLVD., SUITE 205
LAFAVETTE, CALIFORNIA 94547
T 925.263.5070

CITY OF TRACY
APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED HEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC UTILITIES ARE ENCOUNTERED, THE DEVELOPER SHALL BE RESPONSIBLE FOR NOTIFYING THE CITY ENGINEER OF ANY SUCH ENCOUNTERS. THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR REPAIRS AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY. APPROVED AS TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY.

Robert Arroyo
CITY ENGINEER
DATE: 12/29/2016

WATER TANK PLANTING PLAN

SYMBOL	DATE	REVISION	DESCRIPTION	APPROVED
01/01/19	01/01/19	PERMIT SET	PERMIT SET	
01/01/19	01/01/19	PERMIT RESUBMITTAL	PERMIT RESUBMITTAL	
01/01/19	01/01/19	PERMIT RESUBMITTAL	PERMIT RESUBMITTAL	
01/01/19	01/01/19	PERMIT RESUBMITTAL	PERMIT RESUBMITTAL	

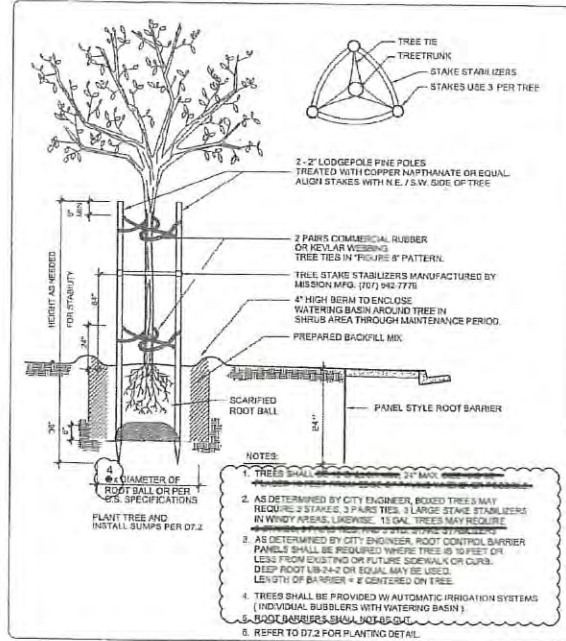
DESIGNED BY	JB
DRAWN BY	ED
CHECKED BY	DB
SCALE	1" = 20'

IMPROVEMENT PLAN
PROLOGIS INTERNATIONAL
PARK OF COMMERCE
PROLOGIS DEVELOPMENT SERVICES, INC.
CALIFORNIA
TRACY

SHEET

L-1

OF 7

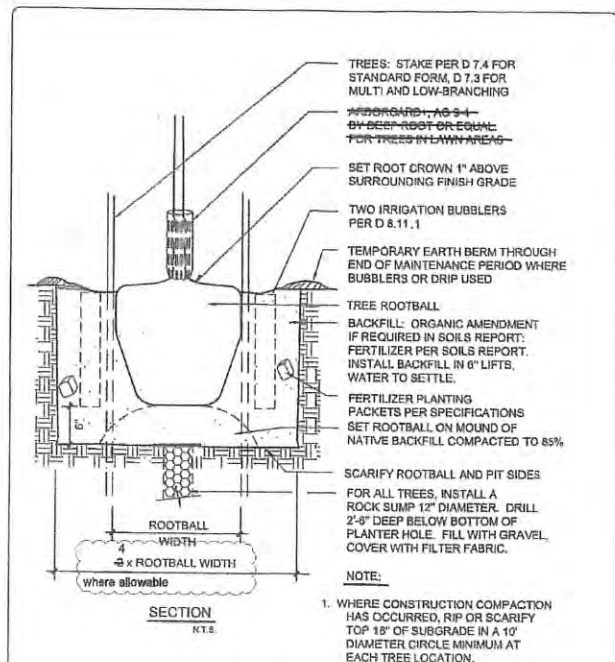


CITY OF TRACY

REVIEWED BY: <i>[Signature]</i>	DETAIL No. D 7.4.1
CITY ENGINEER: RCE 37186	SHEET 1 of 1
Res No. 2008-255	DATE: _____
Rev: _____	Rev: _____
Rev: _____	Rev: _____

PLANTING
Tree Staking & Planting

PARKS AND STREETScape STANDARD PLANS

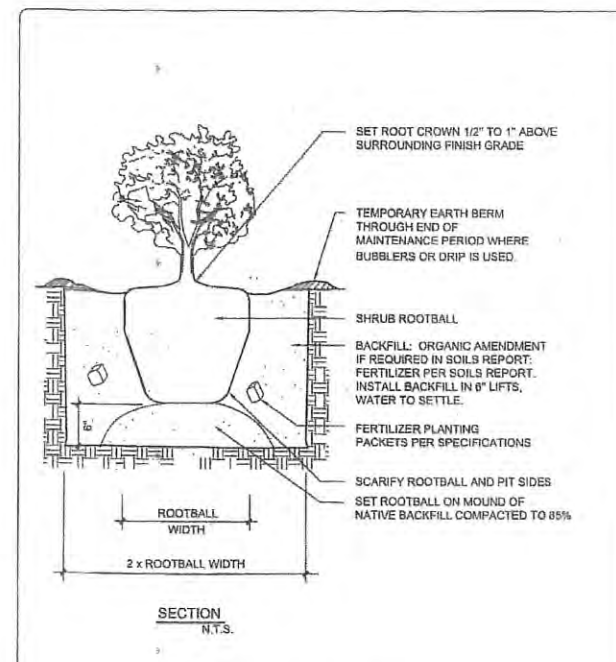


CITY OF TRACY

REVIEWED BY: <i>[Signature]</i>	DETAIL No. D 7.2
CITY ENGINEER: RCE 37186	SHEET 1 of 1
Res No. 2008-255	DATE: _____
Rev: _____	Rev: _____
Rev: _____	Rev: _____

PLANTING
Tree Planting

PARKS AND STREETScape STANDARD PLANS

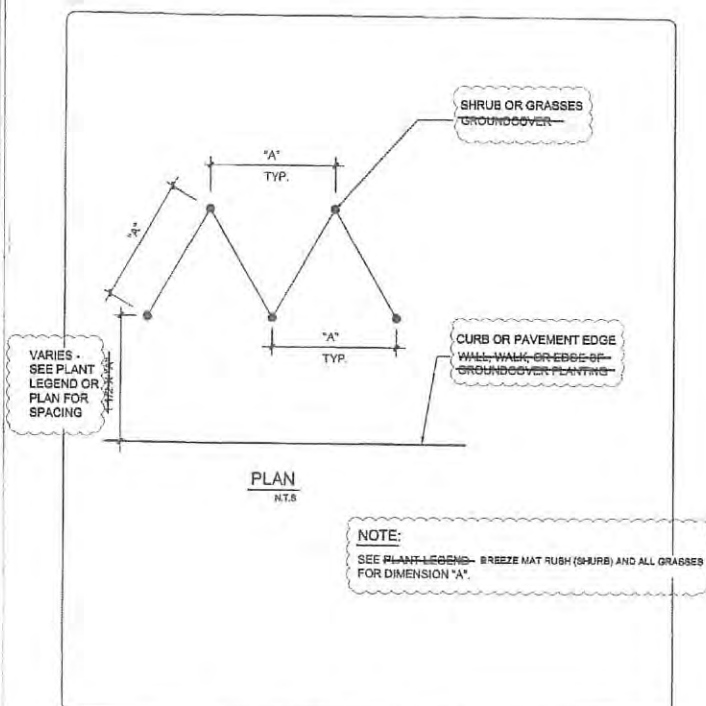


CITY OF TRACY

REVIEWED BY: <i>[Signature]</i>	DETAIL No. D 7.2.1
CITY ENGINEER: RCE 37186	SHEET 1 of 3
Res No. 2008-255	DATE: _____
Rev: _____	Rev: _____
Rev: _____	Rev: _____

PLANTING
Shrub Planting

PARKS AND STREETScape STANDARD PLANS



CITY OF TRACY

REVIEWED BY: <i>[Signature]</i>	DETAIL No. D 7.9
CITY ENGINEER: RCE 37186	SHEET 1 of 1
Res No. 2008-255	DATE: _____
Rev: _____	Rev: _____
Rev: _____	Rev: _____

PLANTING
Triangular Spacing
(unless otherwise noted on plans)

PARKS AND STREETScape STANDARD PLANS



DB+A

DAVID BASCOCK & ASSOCIATES
ARCHITECTS - PLANNERS - LANDSCAPE ARCHITECTS
3381 MT. DIABLO BLVD., SUITE 235
LAFAYETTE, CALIFORNIA 94549
707.283.8070

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED HEREIN. IT IS THE POLICY OF THE CITY OF TRACY TO REQUIRE THE DEVELOPER TO MAINTAIN THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST. THE CITY ENGINEER'S REVIEW OF THESE PLANS IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY.

[Signature] Robert H. Hays
CITY ENGINEER
DATE: 12/29/2016

**WATER TANK
LANDSCAPE DETAILS**

SYMBOL	DATE	REVISIONS	DESCRIPTION	APPROVED
	11/07/14	PERMIT SET		
	07/21/15	PERMIT RESUBMITTAL		
	03/20/16	PERMIT RESUBMITTAL		
	03/20/16	PERMIT RESUBMITTAL		
	10/24/16	PERMIT RESUBMITTAL		

DESIGNED BY	JB
DRAWN BY	ED
CHECKED BY	DB
SCALE	N.T.S.

**IMPROVEMENT PLAN
PROLOGIS INTERNATIONAL
PARK OF COMMERCE
PROLOGIS DEVELOPMENT SERVICES, INC.
TRACY
CALIFORNIA**

D7.0 PLANTING GUIDELINES:

1. GENERAL:

- 1.1. CONTRACTOR TO CONTACT ARCHITECT AND CITY OF TRACY PRIOR TO ANY PLANT SUBSTITUTIONS FOR APPROVAL.
- 1.2. EXISTING SITE VEGETATION SHALL BE CHEMICALLY CONTROLLED AS SPECIFIED BY A LICENSED PEST CONTROL ADVISOR AND APPROVED BY CITY PRIOR TO CLEARING THE SITE, STRIPPING, OR SCARIFYING.
- 1.3. EXISTING TOPSOIL ON A SITE SHOULD BE STRIPPED AND STOCKPILED FOR REDISTRIBUTION IN THE PLANTING AREAS ONCE GRADING AND HEAVY CONSTRUCTION OPERATIONS ARE COMPLETE. IN ANY CASE, A MINIMUM OF 6" OF CLEAN, FRIABLE TOPSOIL MUST BE PROVIDED IN ALL PLANTING AREAS, OR THE DEPTH THAT ORIGINALLY EXISTED ON THE SITE, WHICHEVER IS DEEPER. WHERE IMPORT TOPSOIL MUST BE USED TO MEET THIS CRITERIA, IT SHALL BE CERTIFIED AS PHYSICALLY AND CHEMICALLY COMPATIBLE WITH THE UNDERLYING SOIL BY THE SOIL TESTING LABORATORY AS DESCRIBED BELOW.

2. SOIL TESTING:

- 2.1. GENERAL: PRIOR TO THE PLANTING DESIGN, PROVIDE A SOIL TEST AND RECOMMENDATIONS FOR EACH SITE OR PHASE DEVELOPED. ("SEE SOIL PREPARATION, AMENDMENTS, AND MAINTENANCE SCHEDULE" ON THESE PLANS) AFTER THE FINAL GRADE HAS BEEN ESTABLISHED FOR THE PROJECT, THE SOIL SHALL BE RETESTED, AND THE FINAL SOIL AMENDMENTS DETERMINED. THE GUIDELINES FOR THE SOIL TESTING ARE AS FOLLOWS:
- 2.1.1. PARKWAYS: MINIMUM 1 SAMPLE PER 2000 LF OF EACH SIDE OF PARKWAY.
- 2.1.2. PROVIDE ONE ADDITIONAL SAMPLE FOR EVERY BATCH OF IMPORT SOIL; PROVIDE ONE ADDITIONAL SAMPLE PER ACRE FOR EVERY 3-FOOT DROP IN GRADE.
- 2.2. TESTING SHALL BE DONE BY A REPUTABLE CERTIFIED LABORATORY FOR SOIL AND PLANT DISEASE DIAGNOSIS AND ANALYSIS, WITH A MINIMUM OF FIVE YEARS EXPERIENCE. CITY MUST APPROVE SELECTED LABORATORY BEFORE SAMPLING AND TESTING BEGINS.
- 2.3. TAKE SOIL SAMPLES IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:

- 2.3.1. A SOIL SAMPLE SHOULD REPRESENT ONLY ONE SOIL OR PLANT CONDITION. THE SAMPLE SHOULD BE A MIXTURE OF 10 OR MORE SUB-SAMPLES TAKE FROM THE ROOTING DEPTHS OF EXISTING OR PROPOSED PLANTINGS. TYPICAL ROOTING DEPTHS ARE:

HERBACEOUS GROUNDCOVERS: 0 TO 6"
SHRUBS 0 TO 18"
TREES: 0 TO 12" AND 13" TO 36" (SAMPLE FROM EACH DEPTH)

LANDSCAPE CONDITIONS REQUIRING DIFFERENT SAMPLES WOULD BE:
DIFFERENT SOIL TEXTURES OR COLORS
DIFFERENT DRAINAGE PATTERNS
IMPORT FILLS
AREAS RECEIVING DIFFERENT FERTILIZER OR AMENDMENT TREATMENTS.

- 2.3.2. SAMPLES SHOULD NOT CONTAIN ANY PLANT OR ORGANIC MATERIAL FROM THE SOIL SURFACE. THE BEST COLLECTING TOOL IS A SAMPLING TUBE WHICH REMOVES A CORE OF SOIL FROM THE SURFACE TO THE LOWER ROOTING DEPTHS. IF A SHOVEL IS USED, THEN A HOLE SHOULD BE DUG TO THE CORRECT DEPTH AND A VERTICAL 1" SLICE TAKEN FROM THE SIDE OF THE HOLE.

- 2.3.3. THE SUB-SAMPLES SHOULD BE RANDOMLY COLLECTED FROM EACH REPRESENTATIVE AREA. THEY SHOULD BE MIXED THOROUGHLY AND PLACED IN A WATER PROOF BAG OR CONTAINER (GALLON ZIPLOCK FREEZER BAGS WORK WELL). LABELS WITH ALL PERTINENT INFORMATION SHOULD BE PLACED ON THE OUTSIDE OF THE CONTAINER. COLLECT AT LEAST TWO CUPS OF SOIL FOR EACH SAMPLE.

- 2.4. SOIL ANALYSIS AT A MINIMUM SHOULD BE DONE FOR SOIL CHEMISTRY INCLUDING PH; FERTILITY; AGRICULTURAL SUITABILITY; PARTICLE SIZE ANALYSIS; PERCOLATION RATE; AND PRESENCE OF CALCAREOUS CONDITION. ADDITIONAL TESTS MAY BE REQUIRED.
- 2.5. SOIL TEST RESULTS SHALL BE PRESENTED IN A REPORT FORM, AND SHOULD INCLUDE RECOMMENDATIONS FOR SOIL AMENDMENT, FERTILIZATION, DRAINAGE MITIGATION, AND OTHER NECESSARY MEASURES, FOR BOTH PLANTING AND DURING THE INITIAL 60 OR 90-DAY MAINTENANCE PERIOD. DEPTH OF WATER TABLE SHALL BE ASCERTAINED AND INCLUDED IN THE REPORT.
- 2.6. SOIL REPORT SHALL BE SUBMITTED TO THE CITY CONCURRENTLY WITH THE LANDSCAPE AND IRRIGATION PLANS FOR THE PROJECT, AND SHALL BE ACCOMPANIED BY A STATEMENT FROM A LANDSCAPE ARCHITECT, HORTICULTURAL CONSULTANT OR THE SOIL AND PLANT LABORATORY THAT THE PROPOSED PLANT LIST, PLANTING AND IRRIGATION METHODS ARE IN COMPLIANCE WITH THE SOIL REPORT RECOMMENDATIONS AND WITH THE INTENT OF THE DESIGN GUIDELINES MANUAL.

3. PLANTING:

- 3.1. PLANT SELECTION AND PLANTING METHODS SHALL COMPLY WITH THIS MANUAL, THE DESIGN DETAILS AND WITH ANY SPECIAL RECOMMENDATIONS GIVEN IN THE SOILS REPORT.
- 3.2. PLANT MATERIAL NEEDS TO BE SECURED FROM A NURSERY WITHIN 30 DAYS AFTER AWARD OF CONTRACT. IF UNAVAILABLE, SUBSTITUTIONS NEED TO BE REQUESTED DURING THIS TIME. AFTER 30 DAYS, NO SUBSTITUTIONS WILL BE ALLOWED.
- 3.3. ALL TREES SHALL BE STAKED RATHER THAN GUYED. A ROOTBALL ANCHORING SYSTEM MAYBE ALLOWED UNDER SPECIAL CIRCUMSTANCES. MINIMUM TREE SIZE SPECIFIED SHALL BE 15-GALLON CAN; MINIMUM SHRUB SIZE SHALL BE 5-GALLON CAN UNLESS UNAVAILABLE IN 5-GALLON; GROUNDCOVERS SHALL BE PROVIDED IN FLATS OR IN 1-GALLON CAN.
- 3.4. PRIOR TO PLANTING, CONTAINERIZED TREE AND SHRUB ROOTBALLS SHALL BE SCARIFIED.
- 3.5. ALL PLANTING INSTALLATION CONTRACTS SHALL INCLUDE PROVISION FOR A 90 DAY MAINTENANCE PERIOD AND CONFORM TO THE CITY'S STANDARD MAINTENANCE SPECIFICATIONS. THE 90 DAY MAINTENANCE PERIOD SHALL NOT BEGIN UNTIL AFTER CITY HAS ACCEPTED ALL LANDSCAPING AND IRRIGATION FOR MAINTENANCE. FOLLOW THE GUIDELINES INDICATED IN SECTION ON MAINTENANCE.
- 3.6. GRADES FOR SHRUB AREAS SHALL NOT EXCEED 25% OR 1:4.

4. MAINTENANCE:

- 4.1. MAINTENANCE SHALL INCLUDE THE FOLLOWING: SOIL PREP, STAKING AND TYING, MULCHING, WATERING, WEEDING, TRIMMING, FERTILIZING, SPRAYING INSECT AND PEST CONTROLS, RODENT CONTROL, OR REPLACEMENT OF DAMAGED, DEAD, OR DYING PLANT MATERIALS.
- 4.2. USE A PRE-EMERGENT WEED CONTROL BEFORE MAINTENANCE BEGINS AND AGAIN AT THE END OF THE MAINTENANCE PERIOD.
- 4.3. FERTILIZE AT 30 DAY INTERVALS AND AGAIN AT THE END OF THE MAINTENANCE PERIOD.
- 4.4. MAINTENANCE PERIOD SHALL BE FOR 90 DAYS.
- 4.5. ALL GUARANTEE BINDERS, SITE INFORMATION AND AS-BUILTS MUST BE TURNED OVER AT THE END OF THE MAINTENANCE PERIOD.
- 4.6. ALL TREES AND PLANTS SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR BEYOND THE END OF THE MAINTENANCE PERIOD.
- 4.7. ALL NURSERY STAKES SHALL BE REMOVED ON OR BEFORE THE END OF THE MAINTENANCE PERIOD.

SOIL PREPARATION AMENDMENTS AND MAINTENANCE SCHEDULE (PER SOILS REPORT DATED JULY, 29, 2014 BY SOILS AND PLANT LABORATORY, INC.)

Recommendations

Nitrogen fertilizer is recommended as a top dressing immediately after planting. A nitrogen stabilized organic amendment or composted greenwaste amendment is also recommended in order to help improve soil nutrient holding capacity and porosity.

To Prepare for Mass Planting:

Drainage of the root zone should be improved by first loosening the top 10 inches of any undisturbed or compacted soil. The following materials should then be evenly spread and thoroughly blended with the top 6 inches of soil to form a homogenous layer:

Amount per 1000 Square Feet

5 cubic yards Nitrogen Stabilized Organic Amendment
75 pounds Gypsum (Calcium Sulfate)

*The rate may change based on the analysis of the chosen organic amendment. This rate is based on 270 lbs. of dry weight of organic matter per cubic yard of amendment. If a composted greenwaste amendment is chosen that contains a substantial amount of should be reduced or omitted.

To Prepare Backfill For Trees and Shrubs:

- Excavate planting pits at least twice as wide as the diameter of the rootball.
- Soil immediately below the root ball should be left undisturbed to provide support but the sides and the bottom around the side should be cultivated to improve porosity.
- The top of the rootball should be at or slightly above final grade.
- The top 12 inches of backfill around the sides of the rootball of trees and shrubs may be prepared as follows: 3 parts Site Soil

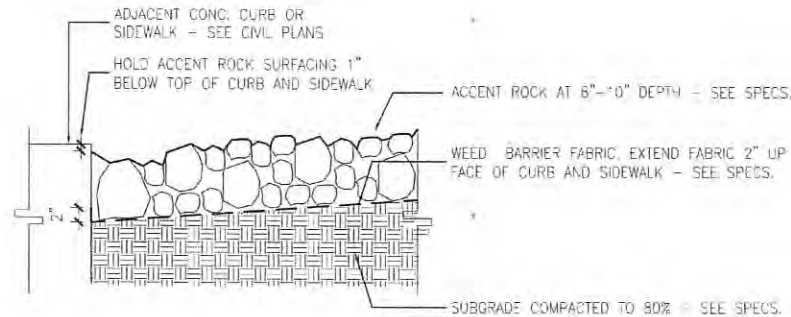
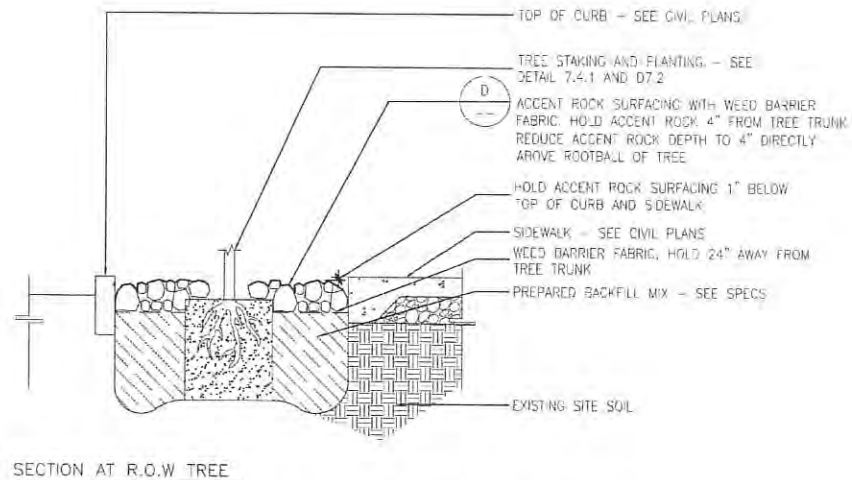
Uniformly incorporated with: Amount per Cubic Yard 4 pounds Gypsum (Calcium Sulfate)

- Backfill below 12 inches required for 24 inch box or larger material should not contain the organic amendment or soil sulfur but should still contain the, and gypsum at the recommended rates.
- Ideally a weed and turf free zone should be maintained just beyond the diameter of the planting hole. A 2-4 inch deep layer of coarse mulch can be placed around the tree or shrub. Mulch should be kept a minimum 4 inches from the trunk.
- Irrigation of new plantings should take into consideration the differing texture of the rootball substrate and surrounding soil matrix to maintain adequate moisture during this critical period of establishment.

Maintenance:

Maintenance fertilization may rely primarily on a nitrogen only program supplemented with a complete fertilizer in the fall and spring. You may begin applying Ammonium Sulfate (21-0-0) at a rate of 5 pounds per 1000 square feet immediately after planting with refertilization every 45-60 days. Alternatively, slow release Sulfur-coated Urea (43-0-0) may be applied at a 5 pound rate with refertilization scheduled at 3 month intervals. Once the landscape has become well established the frequency of fertilization should be decreased depending on color and rate of growth desired. In the spring and fall substitute a complete fertilizer such as 16-6-8 to help insure continuing adequate phosphorus and potassium.

Alternatively, organic sources of fertilizer such as Alfalfa, Blood, Soybean and Cotton Seed Meal may be applied per the label rate. Alfalfa Meal at a rate of 20 pounds per 1000 square feet would provide slow release nitrogen for 2-3 months or a combination of Blood and Feather Meal at a total of 16 pounds per 1000 square feet would provide nitrogen for 3-4 months. Refertilization may be accomplished with a nitrogen only organic fertilizer during the growing season. In the fall and spring, substitute a complete organic fertilizer such as 5-5-5 applied at the manufacturer's label rate. Or, nutrient rich composted greenwaste may be spread in a 1 to 2 inch layer, which generally carries enough nutrition to boost complete nutrition but a nitrogen source may be added at a half rate to ensure sufficient nitrogen availability.



B ACCENT ROCK SURFACING IN R.O.W PLANTER

D ACCENT ROCK SURFACING



IMPROVEMENT PLAN
PROLOGIS INTERNATIONAL
PARK OF COMMERCE
PROLOGIS DEVELOPMENT SERVICES, INC.
TRACY
CALIFORNIA

SHEET

L-3

OF 7

CITY OF TRACY
APPROVAL OF THESE PLANS DOES NOT RELIEVE THE ENGINEER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED HEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST REQUIRES MODIFICATIONS OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE PLANS, SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY, APPROVED AS TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON, APPROVED FOR THE CITY OF TRACY.
12/29/2016
Robert Anip
CITY ENGINEER

WATER TANK
LANDSCAPE DETAILS

REVISIONS	DATE	DESCRIPTION	APPROVED
1	11/07/14	PERMIT SET	
2	07/21/16	PERMIT RESUBMITTAL	
3	01/02/16	PERMIT RESUBMITTAL	
4	03/22/16	PERMIT RESUBMITTAL	
5	10/03/16	PERMIT RESUBMITTAL	

DESIGNED BY	DATE	SCALE	N.T.S.
JB			
DRAWN BY			
ED			
CHECKED BY			
DB			



TURBINE WATER METER LOCATION:
1.5" WATER METER WITH 2" SERVICE LINE FOR IRRIGATION TO BE PROVIDED BY UTILITY CONTRACTOR. MAXIMUM IRRIGATION DEMAND: 30 GPM AT A MINIMUM 65 PSI STATIC PRESSURE AT WATER METER LOCATION.
CONNECTION TO RECLAIMED WATER IN FUTURE.

IRRIGATION LEGEND

SYMBOL	NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
○	1812-SAM-PRS/R17-24F	RAIN BIRD POP-UP ROTARY SPRINKLER (SHRUB)	4.0	40	17-24
⊖	1812-SAM-PRS/R17-24F	RAIN BIRD POP-UP ROTARY SPRINKLER (SHRUB)	2.0	40	17-24
⊕	1812-SAM-PRS/R17-24F	RAIN BIRD POP-UP ROTARY SPRINKLER (SHRUB)	1.0	30	17-24
⊙	PC-T-05	RAIN BIRD BUBBLER (SHRUB) 1 PER SHRUB	0.083	30	TRICKLE
■	RWS-B-C-1402	RAIN BIRD BUBBLER (TREE) 2 PER TREE AREAS WITHOUT SPRAYS	0.5	30	TRICKLE
⊘	RWS-B-C-1402	RAIN BIRD BUBBLER (TREE) 2 PER TREE AREAS WITH SPRAYS	0.5	30	TRICKLE
⊛	EFB-CP SERIES	RAIN BIRD BRASS REMOTE CONTROL VALVE			
+	33 DLRC	RAIN BIRD QUICK COUPLING VALVE			
⊞	7FP-600	NIBCO BRASS BALL VALVE (LINE SIZE)			
⊠	158MU-CIR	ARAD HYDROMETER			
⊡	975XLSU-2"	WILKINS REDUCED PRESSURE BACKFLOW ASSEMBLY WITH LEVELUR ENCLOSURE			
⊞	MOTOROLA IRRINET-M IN-36-RX-S24P-AHD-REL-X	PEDESTAL MOUNTED IN A STRONGBOX SB-2455 STAINLESS STEEL ENCLOSURE. 36 STATION MOTOROLA IRRINET-M CONTROLLER ASSEMBLY WITH UHF CW202 EXTERNAL RADIO KIT. ASSEMBLY INCLUDES UHF MILENULUM LO-PROFILE ANTENNA KIT, NORTHERN TECHNOLOGIES 110V SURGE PROTECTOR, GFI OUTLET-POWER SWITCH, #36 RELAYS, #6-B STATION/2 IN/OUT VALVE SWITCHES/2 REFS, PHI Gabel 530-662-6841			
⊞		CONTROLLER TO COMMUNICATE WITH RADIO HUB INSTALLED AT FIRE STATION #94 BY CENTRAL CONTROL SYSTEMS.			
⊞		CONTROLLER AND STATION NUMBER			
⊞		FLOW (GPM)			
⊞		REMOTE CONTROL VALVE SIZE (IN INCHES)			
⊞		RECYCLED PURPLE MAIN LINE: 2" THROUGHOUT: 1120 SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER.			
⊞		RECYCLED PURPLE LATERAL LINE: 3/4" AND LARGER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.			
⊞		SLEEVING: 1120-SCHEDULE 40 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.			

NOTE:
ALL PIPE SHALL BE PW PIPE "PW PURPLE PLUS", APACHE "PURPLE PIPE", OR CITY APPROVED EQUAL FOR USE WITH RECYCLED WATER SYSTEMS.

NOTES:

- ONE BUBBLER SYMBOL IS SHOWN AT TREES FOR GRAPHIC CLARITY ONLY. INSTALL TWO BUBBLERS AT EACH TREE AS DETAILED.
- IRRIGATION EQUIPMENT MAY BE SHOWN WITHIN HARDSCAPE FOR GRAPHIC CLARITY ONLY. INSTALL ALL IRRIGATION EQUIPMENT WITHIN PLANTED AREAS. IRRIGATION PIPE AND WIRE CROSSING BENEATH HARDSCAPE SURFACES SHALL BE CONTAINED WITHIN SLEEVING OR SCHEDULE 40 PVC CONDUIT. SLEEVING SIZE CROSSING STREETS SHOWN ON THE DRAWING. SLEEVE FOR SIDEWALK CROSSING SHALL BE A MINIMUM OF TWO TIMES SIZE OF PIPE BEING SLEEVE. PROVIDE VERTICAL SWEEP FOR ALL ELECTRICAL CONDUIT ON EACH SIDE OF HARDSCAPE AND TERMINATE ENDS AT 12" MINIMUM DEPTH AND 12" FROM HARDSCAPE SURFACE.
- UNSIRED LATERAL LINE PIPING LOCATED DOWN STREAM OF 1" PIPING SHALL BE 1" IN SIZE (TYPICAL).
- SIZING OF LATERAL PIPE SHALL BE AS FOLLOWS:
1" 0-12 GPM
1.25" 13-20 GPM
1.5" 21-32 GPM
2" 33-50 GPM
2 1/2" 51-70 GPM

Irrigation Consultant:
Russell D. Mitchell Associates, Inc.
2760 Camino Diablo
Walnut Creek, CA 94597
tel 925.939.3985 • fax 925.932.5671
www.rmairrigation.com



KEY MAP
N.T.S.

CITY OF TRACY
APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST OR THE CITY OF TRACY OR THESE PLANS, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURE AND TO SECURE THE MANAGER IN WHICH THE SAME IS TO BE MADE AT NO COST TO THE CITY, APPROVED AS TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HEREON. APPROVED FOR THE CITY OF TRACY:
Robert Amador 12/29/2016
CITY ENGINEER

WATER TANK
IRRIGATION PLAN

REVISIONS	DATE	DESCRIPTION	APPROVED

DESIGNED BY JB	DRAWN BY ED	CHECKED BY DB	SCALE 1" = 20'

IMPROVEMENT PLAN
**PROLOGIS INTERNATIONAL
PARK OF COMMERCE**
PROLOGIS DEVELOPMENT SERVICES, INC.
TRACY, CALIFORNIA

IRRIGATION NOTES

- THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS MAY BE SHOWN WITHIN PAVED AREAS FOR GRAPHIC CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS, DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, CONDUIT, AND OTHER ITEMS WHICH MAY BE REQUIRED. INVESTIGATE THE STRUCTURAL AND FINISHED CONDITION AFFECTING THE CONTRACT WORK INCLUDING OBSTRUCTIONS, GRADE DIFFERENCES OR AREA DIMENSIONAL DIFFERENCES. IN THE EVENT OF FIELD DISCREPANCY WITH CONTRACT DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS. NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALLS, ROADWAYS, PAVING AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR REQUIRED REVISIONS.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRIC CODE, THE UNIFORM PLUMBING CODE, AND PUBLISHED BY THE WESTERN PLUMBING OFFICIALS ASSOCIATION, AND OTHER STATE OR LOCAL LAWS OR REGULATIONS. NOTHING IN THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR REGULATIONS. THE CONTRACTOR SHALL FURNISH WITHOUT ANY EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR WHEN REQUIRED BY THE COMPLIANCE WITH THESE CODES AND REGULATIONS.
- THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACT DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.
- THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.
- IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLER(S) TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL, WATER REQUIREMENTS, MOUNDS, SLOPES, SUN, SHADE AND WIND EXPOSURE.
- IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR TO PROVIDE 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO THE CONTROLLER LOCATION(S). IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE STUB-OUT TO THE CONTROLLER(S). PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES.
- PROVIDE EACH CONTROLLER WITH ITS OWN GROUND ROD. SEPARATE THE GROUND RODS BY A MINIMUM OF EIGHT FEET. THE GROUND ROD SHALL BE AN EIGHT FOOT LONG BY 5/8" DIAMETER U.L. APPROVED COPPER CLAD ROD. INSTALL NO MORE THAN 6" OF THE GROUND ROD ABOVE FINISH GRADE. CONNECT #6 GAUGE WIRE WITH A U.L. APPROVED GROUND ROD CLAMP TO ROD AND BACK TO GROUND SCREW AT BASE OF CONTROLLER WITH APPROPRIATE CONNECTOR. MAKE THIS WIRE AS SHORT AS POSSIBLE, AVOIDING KINKS OR BENDING.
- PROVIDE EACH IRRIGATION CONTROLLER WITH ITS OWN INDEPENDENT LOW VOLTAGE COMMON GROUND WIRE.
- SCHEDULE A MEETING WHICH INCLUDES REPRESENTATIVES OF THE IRRIGATION CONTROLLER MANUFACTURER, THE MAINTENANCE CONTRACTOR, THE OWNER AND THE IRRIGATION CONTRACTOR AT THE SITE FOR INSTRUCTION ON THE PROPER PROGRAMMING AND OPERATION OF THE IRRIGATION CONTROLLER. CONTROLLER CHARTS SHALL BE PREPARED AFTER IRRIGATION HAS BEEN INSTALLED AND APPROVED BY CITY. FOR EACH CONTROLLER INSTALLED, PROVIDE CITY WITH TWO SETS OF LAMINATED REDUCED (11X17") AS BUILT CHARTS, 10M, SHOWING ZONES AND CORRESPONDING CONTROLLER LOCATIONS. SEE SPECIFICATIONS.
- IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. COMMON GROUND WIRE: SIZE #12-1 WIRE WITH A WHITE INSULATING JACKET. CONTROL WIRE SERVICING REMOTE CONTROL VALVES: SIZE #14-1 WIRE WITH INSULATING JACKET OF COLOR OTHER THAN WHITE. SPLICES SHALL BE MADE WITH DS400 DRI-SPLICE OR APPROVED EQUAL.
- INSTALL TWO WIRES FOR EVERY 10 VALVES. THE DIFFERENT LEGS MAY HAVE 4 SPARE WIRES, SO MAKE NOTATION ACCORDINGLY. OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN LINE. LOOP 36" EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES.
- SPLICING OF LOW VOLTAGE WIRES IS PERMITTED IN VALVE BOXES ONLY. LEAVE A 36" LONG, 1" DIAMETER COIL OF EXCESS WIRE AT EACH SPLICE AND A 36" LONG EXPANSION LOOP EVERY 100 FEET ALONG WIRE RUN. TAPE WIRES TOGETHER EVERY TEN FEET. DO NOT TAPE WIRES TOGETHER WHERE CONTAINED WITHIN SLEEVING OR CONDUIT.
- INSTALL PURPLE PLASTIC VALVE BOXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION". BOX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BOX MANUFACTURER'S INCLUDE NOS, CARSON OR APPROVED EQUAL.
- INSTALL REMOTE CONTROL VALVE BOXES 12" FROM WALK, CURB, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, INSTALL EACH BOX AN EQUAL DISTANCE FROM THE WALK, CURB, BUILDING OR LANDSCAPE FEATURE AND PROVIDE 12" BETWEEN BOX TOPS. ALIGN THE SHORT SIDE OF RECTANGULAR VALVE BOXES VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS (AVOID LAWN AREAS WHERE POSSIBLE).
- THE CONTRACTOR SHALL LABEL CONTROL LINE WIRE AT EACH REMOTE CONTROL VALVE WITH A 2 1/4" X 2 3/4" POLYURETHANE I.D. TAG, INDICATING IDENTIFICATION NUMBER OF VALVE (CONTROLLER AND STATION NUMBER). ATTACH LABEL TO CONTROL WIRE. THE CONTRACTOR SHALL PERMANENTLY STAMP ALL VALVE BOX LIDS WITH APPROPRIATE IDENTIFICATION AS NOTED IN CONSTRUCTION DETAILS.
- FLUSH AND ADJUST IRRIGATION OUTLETS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS. SELECT THE BEST DEGREE OF THE

ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS AND THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH CONTROL ZONE.

- LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.

- NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE. TEST AND CERTIFY BACKFLOW.

- THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.

- IRRIGATION DEMAND: REFER TO PLANS.

- PIPE SIZING SHOWN ON THE DRAWINGS IS TYPICAL. AS CHANGES IN LAYOUT OCCUR DURING STAKING AND CONSTRUCTION THE SIZE MAY NEED TO BE ADJUSTED ACCORDINGLY.

- PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL #5.

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR CHANGES IN THE IRRIGATION LAYOUT DUE TO OBSTRUCTIONS NOT SHOWN ON THE IRRIGATION DRAWINGS SUCH AS LIGHTS, FIRE HYDRANTS, SIGNS, ELECTRICAL ENCLOSURES, ETC.

- WHEN WORK OF THIS SECTION HAS BEEN COMPLETED AND SUCH OTHER TIMES AS MAY BE DIRECTED, REMOVE ALL TRASH, DEBRIS, SURPLUS MATERIALS AND EQUIPMENT FROM SITE.

- INSTALL A BALL VALVE TO ISOLATE EACH REMOTE CONTROL VALVE OR GROUP OF RCV'S LOCATED TOGETHER. BALL VALVE SIZE SHALL BE SAME AS THE LARGEST REMOTE CONTROL VALVE IN MANIFOLD.

- CONTRACTOR SHALL COMPLETE CONTROLLER CHARTS AND PLACE WITHIN CONTROLLER ENCLOSURE AFTER AS-BUILT DRAWING HAS BEEN COMPLETED.

- MAIN LINE NEEDS TO BE CENTER LOADED WITH VALVES AND FITTINGS INSTALLED AND VISIBLE. A WATER PRESSURE OF 125 PSI SHALL BE APPLIED AND HELD FOR 2.5 HOURS. ALL LEAKS SHALL BE REPAIRED AND ALL LINES APPROVED BY THE CITY BEFORE ANY OF THE SYSTEM IS BACKFILLED.

- SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE.

- ALL WARRANTY REPAIRS ARE TO BE COMPLETED WITHIN 72 HOURS OF NOTIFICATION, OR CITY MAY MAKE REPAIRS AT CONTRACTOR'S EXPENSE.

CORDES RANCH-WATER TANK

- Hydrozone Table
- Maximum Applied Water Use
- Estimated Total Water Use

1. HYDROZONE CALCULATION TABLE ETO= 48.5

VALVE #	IRRIGATION TYPE	HYDROZONE	IRRIGATION EFFICIENCY (IE)	PLANT FACTOR (PF)	AREA (HA) (SQ. FT)	ETWU
C-1	SPRAY	GRASSES & SHRUBS	0.71	0.4	2378	40285
C-2	SPRAY	GRASSES & SHRUBS	0.71	0.4	636	10774
C-3	SPRAY	GRASSES & SHRUBS	0.71	0.4	2529	42643
C-4	SPRAY	GRASSES & SHRUBS	0.71	0.4	2255	38202
C-5	SPRAY	GRASSES & SHRUBS	0.71	0.4	1533	25970
C-6	BUBBLER	TREES	0.9	0.4	9039	120801
C-7	BUBBLER	TREES	0.9	0.4	3093	41336
C-8	BUBBLER	SHRUBS	0.71	0.4	2767	46875
C-9	SPRAY	GRASSES & SHRUBS	0.71	0.4	3093	52398
C-10	SPRAY	GRASSES & SHRUBS	0.9	0.4	3754	50170
C-11	SPRAY	GRASSES & SHRUBS	0.71	0.4	1594	27004
C-12	BUBBLER	SHRUBS	0.9	0.4	1923	25700
C-13	SPRAY	GRASSES & SHRUBS	0.71	0.4	2548	43165
C-14	SPRAY	GRASSES & SHRUBS	0.71	0.4	1823	33577
C-15	BUBBLER	TREES	0.9	0.4	5432	72596
C-16	BUBBLER	SHRUBS	0.9	0.4	1411	18557
C-17	BUBBLER	TREES	0.9	0.4	5819	77768
C-18	SPRAY	GRASSES & SHRUBS	0.71	0.4	2288	38761
C-19	SPRAY	GRASSES & SHRUBS	0.71	0.4	704	11926
C-20	SPRAY	GRASSES & SHRUBS	0.71	0.4	2921	49484
C-21	SPRAY	GRASSES & SHRUBS	0.71	0.4	3821	64731
C-22	SB	SHRUBS	0.9	0.4	1275	17040
C-23	BUBBLER	SHRUBS	0.9	0.4	1268	16919
C-24	BUBBLER	SHRUBS	0.9	0.4	2288	30578
Total sq. ft:					66290	
					Total ETWU:	956762

2. MAXIMUM APPLIED WATER ALLOWANCE (MAWA)= 1395338

Maximum Applied Water Allowance (MAWA) Gallons Per Year
MAWA = (ETo)(0.62)(LA * 0.7) + (0.3 * SLA))

ETo = Reference evapotranspiration
0.7 = ET adjustment factor
LA = Landscaped Area (square feet)
0.62 = Conversion factor (gallons per square foot per year)

3. ESTIMATED TOTAL WATER USE (ETWU) (gallons)= 996762

Estimated Total Water Use (ETWU) Gallons Per Year
ETWU = ((ETo)(0.62)(PF(HA/E) + SLA))

ETo = Reference evapotranspiration
PF = Plant factor for hydrozones
HA = Hydrozone area (square feet)
0.62 = Conversion factor (gallons per square foot per year)
E = Irrigation efficiency (0.71) overhead spray
E = Irrigation efficiency (0.90) bubbler/drip
SLA = Special Landscaped Area

CITY OF TRACY

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DATE: 12/29/2016
CITY ENGINEER: Robert Armijo

WATER TANK IRRIGATION NOTES & HYDROZONE TABLE

SYMBOL	DATE	REVISIONS	DESCRIPTION	APPROVED
	10/07/16			

DESIGNED BY	JB
DRAWN BY	ED
CHECKED BY	DB
SCALE	NONE

IMPROVEMENT PLAN
PROLOGIS INTERNATIONAL
PARK OF COMMERCE
PROLOGIS DEVELOPMENT SERVICES, INC.
TRACY CALIFORNIA



DB+A

Irrigation Consultant:
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SHEET

I-2

OF 7

 CITY OF TRACY TRACY BRINGS THE COUNTRY TO YOU	CITY OF TRACY REVIEWED BY: <u>W. Evans</u>		DETAIL No. _____ Sheet of 1
	CITY ENGINEER _____ Res No. 2008-253		D 8.4.2 IRRIGATION 12" Popul Shrub Spray
	DATE: _____ RCE 37186	Rev: _____ Rev: _____	PARKS AND STREETSCAPE STANDARD PLANS
	Rev: _____ Rev: _____		

 CITY OF TRACY "Link State the Right"	REVIEWED BY: <i>[Signature]</i>	DETAIL No.	D 8.11.1 IRRIGATION Tree Bubbles In Areas Without Surface Spray	
	CITY ENGINEER	REC 37116		Sheet 1 of 1
	Res No. 2008-255	DATE:		
	Rev:	Rev:		
	Rev:			

PARKS AND STREETScape STANDARD PLANS

		CITY OF TRACY		DISTAL No. D 8.13.1	
		REVIEWED BY: <i>[Signature]</i> CITY ENGINEER: RCE 37195 Res No. 2009-235 DATE: _____ Rev: _____ Rev: _____	Sheet 1 of 1 IRRIGATION Reduced Pressure Backflow Assembly		
PARKS AND STREETScape STANDARD PLANS					

 TRACY Think Inside the Triangle		REVIEWED BY: <u>Kelaine</u>		DETAIL No. <u>D 8.13.2</u>	
		CITY ENGINEER		Sheet 1 of 1	
Reg No. 2508-255		DATE:		IRRIGATION Backflow Assembly Enclosure	
Rev:		Rev:			
Rev:		Rev:			
PARKS AND STREETSCAPE STANDARD PLANS					

 CITY OF TRACY 1915 "Think Inside the Triangle"		CITY OF TRACY REVIEWED BY: <u>W. H. H. H.</u>		DETAIL NO. D 8.13.3	
		CITY ENGINEER: _____ Reg No. 2008-255		SHEET OF 1	
DATE _____ Rev: _____ Rev: _____		IRRIGATION Flow Meter			

	REVIEWED BY: <i>[Signature]</i>	DETAIL No.	D 8.14	
	CITY ENGINEER	RCE 37185		Sheet 1 of 1
	Res No. 2009-255	DATE:		
	Rev:	Rev:		
Three Basin on Thompson	Rev:		IRRIGATION Ball Valve	

PARKS AND STREETSCAPE STANDARD PLANS

		CITY OF TRACY				
		REVIEWED BY: <i>John</i>			DETAIL, No.	D 8.15
		CITY ENGINEER	HCE 37186	Sheet 1 of 1		
		Rev: No. 2008-253	DATE:			
	Rev:			IRRIGATION		
	Rev:			Trenching Detail		
PARKS AND STREETScape STANDARD PLANS						

	REVIEWED BY <u>W. Hume</u>	DATE No. <u>8.17</u>
	INT. COMMENTS <u>REV. 4758</u>	Sheet of <u>1</u>
	Rev. No. <u>2003-005</u>	DATE
	Rev.	Rev.
Rev.	Rev.	Rev.

**IRRIGATION
Quick Coupling Valve**

PARKS AND STREETSCAPE STANDARD PLANS



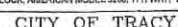
- CITY OF TRACY

PARKS AND STREETScape STANDARD PLANS

- CITY OF TRACY

PARKS AND STREETScape STANDARD PLANS

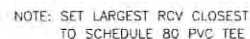
- CITY OF TRACY

PARKS AND STREETScape STANDARD PLANSPARKS AND STREETScape STANDARD PLANS

- CITY OF TRACY

PARKS AND STREETSCAPE STANDARD PLANS

- CITY OF TRACY

PARKS AND STREETSCAPE STANDARD PLANS

DB+A

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS PUBLIC INTEREST REQUIRES MODIFICATIONS OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE PLANS, SUCH CHANGES MUST BE APPROVED BY THE CITY ENGINEER. ANY CHANGES TO REQUIRE SUCH MODIFICATIONS FOR PERMANENT AND/OR TEMPORARY IMPROVEMENTS OF THE SAME IS TO BE MADE AT NO COST TO THE CITY, APPROVED AS TO DESIGN ONLY BASED ON THE INFORMATION SUBMITTED HERETO, APPROVED FOR THE CITY OF TRACY.

Signature of Robert Amayo 12/29/2016
CITY ENGINEER DATE:
STREET ADDRESS

WATER TANK IRRIGATION DETAILS

REVISIONS	DATE	DESCRIPTION	APPROVAL
	11/07/14	PERMIT SET	
	07/15/15	PERMIT RESUBMITAL	
	07/22/16	PERMIT RESUBMITAL	
	08/22/16	FINAL PERMITAL	
	10/04/16	PERMIT RESUBMITAL	

DESIGNED BY	JB
DRAWN BY	ED
CHECKED BY	DB
SCALE	NONE

IMPROVEMENT PLAN
PROLOGIS INTERNATIONAL
PARK OF COMMERCE
PROLOGIS DEVELOPMENT SERVICES, INC.
TRACY CALIFORNIA

SHEET

1-4

OF 7

RESOLUTION 2020-_____

ACCEPTING IMPROVEMENTS FOR CORDES RANCH TWO MILLION GALLON WATER TANK, 6.48 MILLION GALLON PER DAY WATER BOOSTER PUMP STATION, PRESSURE REDUCING VALVE, AND THE WATER TANK SITE IMPROVEMENTS; ASSUMING RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR; APPROVING A LANDSCAPE MAINTENANCE AGREEMENT; AUTHORIZING THE CITY ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS; AND AUTHORIZING THE CITY CLERK TO FILE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The City Council approved an Offsite Improvement Agreement (Water Tank Agreement) on December 16, 2014 by Resolution No. 2014-107 with Prologis L.P., a Delaware limited partnership (Developer) to proceed with construction of a two million gallon potable water tank required for potable water storage in support the various industrial projects within Cordes Ranch Business Park (now known as "International Park of Commerce"), and

WHEREAS, The City Council approved an Offsite Improvement Agreement (Booster Pump Agreement) on July 7, 2015 by Resolution No. 2015-105 with Developer to proceed with construction of a 6.48 million gallon per day potable water booster pump station and pressure reducing valve, and related site improvements, and

WHEREAS, The City Council approved a First Amendment to the Water Tank Agreement on December 6, 2016 by Resolution No. 2016-256 with Developer to proceed with construction of landscape and irrigation improvements on the water tank and booster pump station site, and

WHEREAS, The Water Tank Agreement and Booster Pump Agreement require Developer to dedicate a 2.50-acre site to the City for the potable water tank, booster pump station, pressure reducing valve and related improvements, and

WHEREAS, Developer has completed all the work required to be done in accordance with the Water Tank Agreement, as amended, and Booster Pump Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to Water Tank Agreement, as amended, and Booster Pump Agreement, City plans and specifications, and the estimated cost of infrastructure improvements is as follows:

2 Million Gallon Water Tank	\$ 5,764,700
6.48 MGD Booster Station and Site Improvements	\$ 2,169,200
Land Value (2.50 acres)	\$ 300,000
Total	\$ 8,233,900, and

WHEREAS, Developer has executed a Landscape Maintenance Agreement to continue maintenance of site landscape and irrigation improvements until such time as a Community Facilities District is formed, and

WHEREAS, Developer has made an offer of fee dedication (108,901 square feet) for the site and a temporary public access easement dedication along Hansen Road;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the improvements as complete in accordance with the Tank Agreement and Booster Pump Agreement, including the project plans and specifications and assumes responsibility for their future maintenance and repair in accordance with the terms of the Tank Agreement and Booster Pump Agreement, except the landscaping maintenance which will be maintained by Developer under the Landscape Maintenance Agreement between the City and Developer;

BE IT FURTHER RESOLVED, That the City Council hereby approves the Landscape and Maintenance Agreement with Developer for maintenance of site landscape and irrigation improvements until such time as a Community Facilities District is formed;

BE IT FURTHER RESOLVED, That the City Engineer is authorized to release all bonds in accordance with the terms of the Tank Agreement, as amended, and Booster Pump Agreement;

BE IT FURTHER RESOLVED, That the City Clerk is authorized to file notice of completion with San Joaquin County Recorder's Office.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

ADOPT A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS REQUIRED BY THE POLITICAL REFORM ACT

EXECUTIVE SUMMARY

The California Political Reform Act of 1974 (Government Code Section 87200 *et seq.*), requires public agencies to adopt a local Conflict of Interest Code that designates which City employee classifications must file an economic disclosure form ("Form 700") given their position and the likelihood of influencing decisions where they have an economic interest at stake.

The Political Reform Act requires cities to review their codes on a biennial basis to be conducted in even numbered years to ensure that the code reflects the organization's current staffing. The City last updated the Conflict of Interest Code on March 6, 2018 via Resolution No. 2018-036.

This item requests that Council amend the City's Conflict of Interest Code to add the following positions: Accounting Officer, Airport Manager, Budget Officer, Parks Planning and Development Manager, and IT Manager, and change the title of the Public Works Maintenance and Operations Supervisor to Public Works Superintendent.

DISCUSSION

The California Political Reform Act of 1974 (Government Code Section 87200 *et seq.*), requires public agencies to adopt a local Conflict of Interest Code that designates which City employee classifications must file a statement of economic interests form ("Form 700") given their position and the likelihood of influencing decisions where they have an economic interest at stake. Persons holding positions listed in Government Code Section 87200 are considered "statutory filers" and are already required to file Statement of Economic Interests. These positions include elected and appointed officials, City Manager, City Attorney, Planning Commissioners, candidates and persons who manage public investments. The Political Reform Act further requires that public agencies review their Conflict of Interest Code every two years to determine whether any revisions are needed.

The Political Reform Act requires cities to review their codes on a biennial basis to be conducted in even numbered years to ensure that the code reflects the organization's current staffing. The City last updated the Conflict of Interest Code on March 6, 2018 via Resolution No. 2018-036.

The attached Conflict of Interest (Appendix II) lists designated City officers and classifications existing as of today's date and their respective categories of financial interests which must be disclosed in order to comply with state law and regulations established by the Fair Political Practices Commission. This disclosure is intended to avoid conflicts of interest which could influence the decision making of City officials and employees.

This item requests that Council amend the City's Conflict of Interest Code to add the following positions: Accounting Officer, Airport Manager, Budget Officer, Parks Planning and Development Manager, and IT Manager, and change the title of the Public Works Maintenance and Operations Supervisor to Public Works Superintendent.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's strategic plans.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDATION

That the City Council, adopt a resolution amending the City's Conflict of Interest Code for designated City officers and employee classifications as required by the Political Reform Act.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

- A. Appendix I
- B. Appendix II

Appendix I

CONFLICT OF INTEREST STATEMENTS

Disclosure Categories

Category 1 - All designated employees in this category shall disclose all sources of income, investments, interests in real property, and business positions required to be disclosed of those public officials named in Government Code section 87200.

Category 2 - All designated employees in this category shall disclose all sources of income, investments and business entities in which the designated employee holds a management position if the business entity engages in land development; construction; the provision of architectural, engineering or other services in connection with construction; the manufacture or sale of electrical, plumbing and other products used in construction; the acquisition or sale of real property or financing of land acquisition, development or construction.

Category 3 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the City of Tracy to provide services, supplies, materials, machinery or equipment.

Category 4 - All designated employees in this category shall disclose all sources of income, investments, and business entities in which the designated employee holds a management position if the business entity is of the type which contracts with the designated employee's department.

Appendix II

CITY OF TRACY CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS AND ASSIGNED DISCLOSURE CATEGORIES

Government Code section 87200 requires certain City officials and employees (Council Members, Planning Commissioners, City Attorney, City Manager, and City Treasurer) to file "Statement of Economic Interests." The following City officials, employees and consultants listed below are required, pursuant to Government Code section 87302 to file Statements of Economic Interests:

<u>Designated Positions</u>	<u>Disclosure Category</u>
<u>Governing Bodies/Commissions</u>	
*Mayor	1
*City Council Members	1
*Planning Commission	1
Tracy Arts Commission	1
Transportation Advisory Commission	1
Parks and Community Services Commission	1
Measure V Residents' Oversight Committee	1
<u>City Employees</u>	
Finance Director	1
Accounting Officer	3,4
Airport Manager	1
Assistant City Attorney	1
Assistant City Manager	1
Assistant Director of DS /City Engineer	1
Budget Officer	3,4
Chief Building Official	1
*City Attorney	1
City Clerk	3,4
*City Manager	1
*City Treasurer	1
Deputy City Attorney I/II	1
Development Services Director	1
Assistant Director of DS	1
Economic Development Manager	1
Division Manager II – Cultural Arts and Recreation	3,4
Human Resources Director	4
Human Resources Manager	4
IT Manager	1
Finance Division Manager	1
Fire Chief	1

Fire Division Chief	2,3,4
Parks Planning and Development Manager	2,3,4
Parks and Recreation Director	1
Police Chief	1
Police Captain	3,4
Police Support Operations Manager	3,4
Public Works Director	1
Public Works Superintendent	3
Utilities Director	1
Senior Civil Engineer	1

Designated Positions	Disclosure Categories
<u>Consultants</u> Disclosure requirements will be determined on a case-by-case basis using the criteria contained in the Regulations of the Fair Political Practices Commission.	
Legal Consultant	3,4

*These positions required to file pursuant to Government Code section 87200

RESOLUTION 2020-

AMENDING THE CITY'S CONFLICT OF INTEREST CODE FOR DESIGNATED CITY OFFICERS AND EMPLOYEE CLASSIFICATIONS AS REQUIRED BY THE POLITICAL REFORM ACT AND REPEALING RESOLUTION NO. 2018-036

WHEREAS, The Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate a conflict of interest code that designates the disclosure filing requirements for officials and employment positions that are involved in making or participating in making of governmental decisions; and

WHEREAS, The Conflict of Interest Code in effect for the City of Tracy was adopted by Resolution No. 2018-036; and

WHEREAS, Government Code section 87306.5 requires the City to review and revise its conflict of interest code biennially in even numbered years.

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

1. Repeals Resolution No. 2018-036 in its entirety.
2. Adopts the City of Tracy Conflict of Interest Code, attached as Appendix II to this Resolution.

The foregoing Resolution 2020- , was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ON-CALL ENVIRONMENTAL ANALYSIS (CEQA) SERVICES AND PLANNING ASSISTANCE FOR VARIOUS PROJECTS BEGINNING IN JANUARY 2020 THROUGH JUNE 2024, WITH A NOT-TO-EXCEED AMOUNT OF \$500,000 PER FISCAL YEAR

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would authorize the City to contract with AECOM for the completion of environmental analyses and planning assistance on a variety of upcoming development projects for a not-to-exceed amount of \$500,000 per fiscal year.

DISCUSSION

Development Services Department staff is working with various developers on a large number of entitlement applications, most of which include the need for environmental analyses, as well as project management and other planning assistance. Some examples include on-going development in Cordes Ranch, workforce/affordable housing policies, electronic readerboard signs, and several residential subdivision projects, many of which require General Plan and/or Zoning amendments. In consideration of the timing needs of the developers, staff is tasked with expediting the completion of the entitlements of these projects, including their necessary environmental studies.

In October 2019, the City published a Request for Proposals for assistance with environmental (CEQA) studies and documentation and other assistance to planning staff as required. On October 31, 2019, staff received nine proposals and selected six consultants that best fit the City's needs. On January 21, 2020, Council approved five Professional Services Agreements with Kimley-Horn, First Carbon Solutions, De Novo Planning Group, Land Logistics, and Placeworks, via Resolution No. 2020-004. AECOM is the final consultant selected. As projects are submitted for review, staff will select the most appropriate consultant for assistance with each project.

STRATEGIC PLAN

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

FISCAL IMPACT

The funding for this consultant will be through Cost Recovery Agreements executed with each developer to cover the costs of staff time and consultant work related to each project, or from the operational budget of the Development

Services Department for City-initiated projects, or from other funds, which would first be approved by Council on a case-by-case basis. The majority of the work conducted by consultants, approximately 95 percent over the last 3 years, has been funded by developers through Cost Recovery Agreements.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve the Professional Services Agreement and Billing Rates with AECOM for environmental analyses (CEQA) and planning assistance for various projects, with a not-to-exceed amount of \$500,000 per fiscal year, beginning in January 2020 and ending in June 2024.

Prepared by: Victoria Lombardo, Senior Planner

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement with AECOM

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES FOR
ENVIRONMENTAL ANALYSIS (CEQA) AND PLANNING ASSISTANCE

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and AECOM Technical Services, Inc., a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform environmental analyses, as well as project management and other planning services; and
- B. On October 2019 the City published a Request for Proposals for assistance with environmental (CEQA) studies and documentation and other assistance to planning staff as required. On October 31, 2019, Consultant submitted its proposal for the Project to the City. City has determined that consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2020-_____ approved by Tracy City Council on January 21, 2020.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Matthew Gerken. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time

extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on January 1, 2020 and end on June 30, 2024, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$500,000 per fiscal year. Effective January 1, 2020, Consultant's billing rates under this Agreement may be annually increased in January of each year to the lesser of 3% or the annual increase in the Cost of Living Index – All items, for the Sacramento Metropolitan Region. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in the amount of \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in the amount of \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

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

5.5.1 The City (including its elected officials, officers, employees, and authorized agents) shall be included as an additional “insured.”

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

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

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

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

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

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given. Further, Consultant reserves the right to terminate this Agreement with thirty (30) days written notice in the event of material default by the City including non-payment of the Consultant’s invoices.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, shall become the property of the City upon payment in full for the Consultant's services, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent. Notwithstanding the foregoing, Consultant shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

9. Entitled to Rely. Unless otherwise provided for in the scope of work, Consultant shall be entitled to rely on the accuracy and completeness of information developed by the City, or by third parties on behalf of City, without independent review or evaluation

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

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

12. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Bill Dean
Assistant DS Director
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Matthew Gerken, Contract Manager
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95814

With a copy to:
City Attorney

14. 333 Civic Center Plaza Tracy, CA 95376 Miscellaneous.

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

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

14.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

14.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

14.12 Waiver of Consequential Damages. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.13 No Third-Party Beneficiaries. This Agreement shall not create any rights or benefits to parties other than City and Consultant.

14.14 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

14.15 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney

Consultant

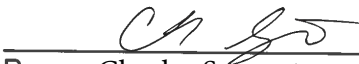
AECOM Technical Services, Inc., a California corporation



By: Matthew Gerken
Title: Contract Manager,
Authorized Signatory

Date: 01/15/2020

Federal Employer Tax ID No. 95-2661922



By: Charles Szurgot
Title: Secretary

Date: January 28, 2020

Exhibits:

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

EXHIBIT A - Scope of Work

Consultant shall complete various tasks related to the environmental review and analysis of development projects as assigned by City staff through individual notices to proceed for each development project. Said projects may include but not be limited to Development Review Permits, Conditional Use Permits, Specific Plans, Planned Unit Developments, Tracy Municipal Code Amendments, grant applications, and Annexations.

These tasks shall consist of the following:

- a. Determining the necessary level of CEQA compliance (exemption, Initial Study, Negative Declaration, EIR), and completing the documentation of environmental compliance per the requirements of the CEQA Guidelines, including technical analyses as necessary for traffic, air quality, and greenhouse gases and other specialty studies as deemed appropriate.
- b. Processing development project applications, including evaluating proposed plans against City zoning, design and specific plan standards, report writing, interacting with property owners and developers, presenting at public meetings, attending public and internal meetings, and project management.
- c. Any other tasks associated with the review and processing of development project applications submitted to the City of Tracy for approval.

EXHIBIT B - Compensation

Fee Schedule

Consultant has specialists in all of the disciplines required for work under this contract. Consultant's maximum billing hourly billing rates for labor classifications that may be used in the Master Services Agreement are presented in the chart below.

Staff Classifications/ Job Title	Hourly Rates
Contract Manager	\$215
Project Manager IV	\$190
Project Manager III	\$175
Project Manager II	\$140
Project Manager I	\$125
Environmental Professional IX	\$190
Environmental Professional VIII	\$180
Environmental Professional VII	\$160
Environmental Professional VI	\$135
Environmental Professional V	\$120
Environmental Professional IV	\$110
Environmental Professional III	\$100
Environmental Professional II	\$90
Environmental Professional I	\$80
Senior Technician	\$115
Staff Technician	\$105
Field Technician	\$75
Project Assistant II	\$120
Project Assistant I	\$90

Rates are for first 12 months from award. Billing rates are adjusted each calendar year to reflect updated labor cost categories.

Other Direct Costs

Direct expenses are billed at the amount charged as described below.

1. Out-of-pocket expenses (such as, but not limited to, messenger service, record searches, travel, printing, fees, project-specific supplies): Cost, as charged to Consultant.
2. Passenger cars: rental cost as charged to Consultant or personal vehicle mileage at current federal rate (for non-local travel).
3. Printing or reproduction sent to reproduction service centers at cost.
4. Subcontractor fees: As quoted for each project.
5. Specialized equipment usage fee (e.g., air/noise monitoring equipment, fisheries equipment, GPS unit use): \$50-\$350/day.

Invoicing and Method of Payment

Consultant's current on-call Master Services Agreement with the City, Consultant will submit monthly time-and-materials invoices, up to a not-to-exceed amount that will be negotiated with the City when a Notice to Proceed is issued. Payment for invoices, which will be accompanied with a progress report, is expected within 30 days.

SECRETARY'S CERTIFICATE

AECOM TECHNICAL SERVICES, INC. a California corporation

I, Charles Szurgot, DO HEREBY CERTIFY that I am the duly elected and acting Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California ("ATS" or "Corporation"), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that ATS's full legal address is c/o CT Corporation System, 818 West 7th Street, Los Angeles, CA 90017-0000 and that the Corporation's principal place of business is 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that pursuant to the Written Consent of the Board of Directors of ATS, adopted on January 15, 2020, and attached hereto as Exhibit A, Mathew Gerken has signatory authority for ATS and is authorized to execute contracts and other documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 28th day of January, 2020.



Charles Szurgot
Secretary



**UNANIMOUS ACTION OF THE BOARD OF DIRECTORS
OF
AECOM TECHNICAL SERVICES, INC.**

Excerpt

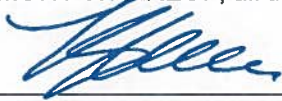
The undersigned, being all the members of the Board of Directors of AECOM TECHNICAL SERVICES, INC. (the "Corporation"), a California corporation, hereby take the following action:

RESOLVED: That, "the following U.S. based persons are designated with authority by the Board of Directors to execute contracts and other legal documents on behalf of the Corporation within the boundaries of specific Regions and Business Lines as noted and effective as of the dates set forth below:"

Effective January 15, 2020:

Last Name	First Name	Region	Area/Market Sector	Business Line
Gerken	Matthew	Pacific	Pacific	Environment

IN TESTIMONY WHEREOF, all the Directors have hereunto set their hands this 15th day of January, 2020.



Keenan Edward Driscoll



Jeffrey P. Rosenstein



Roger Wiederkehr

RESOLUTION 2020-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR ON-CALL ENVIRONMENTAL ANALYSES AND PLANNING ASSISTANCE FOR VARIOUS PROJECTS WITH A NOT-TO-EXCEED AMOUNT OF \$500,000 PER FISCAL YEAR, BEGINNING IN JANUARY 2020 THROUGH JUNE 2024

WHEREAS, Staff is processing various applications that require environmental analyses and the completion and review of the appropriate entitlement documents, and

WHEREAS, The project applicants expect the timely completion of the required environmental documentation and entitlements, and

WHEREAS, In October 2019, the Development Services Department published a Request for Proposals for environmental documentation and planning assistance for the projects, and

WHEREAS, On October 31, 2019, Kimley-Horn, First Carbon Solutions, De Novo Planning Group, Land Logistics, Placeworks, and AECOM along with several other consulting firms submitted proposals to the City, and

WHEREAS, The proposals submitted by Kimley-Horn, First Carbon Solutions, De Novo Planning Group, Land Logistics, Placeworks, and AECOM best meet the City's needs by demonstrating the competence and professional qualifications necessary for the preparation of appropriate environmental analyses and to assist planning staff as otherwise necessary, and

WHEREAS, On January 21, 2020, Council approved five Professional Services Agreements with Kimley-Horn, First Carbon Solutions, De Novo Planning Group, Land Logistics, and Placeworks, via Resolution No. 2020-004. AECOM is the final consultant selected;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Professional Services Agreement with AECOM with a not-to-exceed amount of \$500,000 per fiscal year beginning in January 2020 through June 2024.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH INTERWEST CONSULTING GROUP OF MODESTO, CALIFORNIA AND WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. OF PLEASANT HILL, CALIFORNIA, TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR MULTIPLE CAPITAL IMPROVEMENT PROJECTS SERVICES FOR A PERIOD OF FOUR YEARS (FEBRUARY 2020 TO MARCH 31, 2024) FOR A NOT-TO-EXCEED ACCUMULATIVE AMOUNT OF \$800,000 PER CONSULTANT

EXECUTIVE SUMMARY

Staff recommends that City Council approve a Master Professional Services Agreement (MPSA) for four years (December 2019 to December 31, 2023) with both Interwest Consulting Group (Interwest), and with Associated Right of Way Services (AR/WS) to provide right of way acquisition services which include project management, project initiation and coordination, appraisal services, acquisition and negotiation, escrow and title, including legal support services.

DISCUSSION

In October of 2019, the Engineering Design Section of Development Services, in accordance with the Tracy Municipal Code Section 2.20.140, posted a request for proposal for right of way services for various Capital Improvement Projects on the City of Tracy's website. On November 5, 2019, four responsive proposals were received and subsequently evaluated. Following past practice, two firms were chosen to assure timely performance. Those firms are Interwest of Modesto, California and AR/WS of Pleasant Hill, California.

Interwest and AR/WS both have past experience in working with the City of Tracy and both firms have proven their qualifications and ability to perform the required needs of the City of Tracy. The need for having two consultants allows the City of Tracy to be responsive to project needs.

STRATEGIC PLAN

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

FISCAL IMPACT

The cost of services will be paid from Capital Improvement Projects, which require acquisition of rights-of-way and easements.

RECOMMENDATION

Staff recommends that City Council, by resolution, approve Master Professional Services Agreements with Interwest Consulting Group of Modesto, California, and with Associated Right of Way Services of Pleasanton, California, to provide right of way acquisition services for multiple Capital Improvement Projects, for a period of four years (February 2020 to March 31, 2024), for a not-to-exceed accumulative amount of \$800,000 for each consultant.

Prepared by: Zabih Zaca, Senior Civil Engineer
Matthew Brown, Associate Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Master Professional Services Agreement with Interwest Consulting Group
Attachment B – Master Professional Services Agreement with Associated Right of Way
Services

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
INTERWEST CONSULTING GROUP, RIGHT OF WAY ACQUISITION SERVICES FOR MULTIPLE
CAPITAL IMPROVEMENT PROJECTS (FEBRUARY 2020 TO MARCH 31, 2024)**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Interwest Consulting Group, a Colorado corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide Right of Way Acquisition Services for Multiple Capital Improvement projects for a period of four years (February 2020 to March 21, 2024); and

B. On October 9, 2019, the City issued a Request for Proposals (**RFP**) for Right of Way Acquisition Services for the City's Various Capital Improvement Program Projects (**Project**). On November 5, 2019, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on _____, 2020.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Kent Jorgensen. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly

caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on February 1, 2020 and end on March 31, 2024, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed a cumulative amount of \$800,000 for the term of the contract. Effective February 1, 2021, Consultant's billing rates under this Agreement may be annually increased in January of each year to the lesser of 3% or the annual increase in the Cost of Living Index – All items, for the Sacramento Metropolitan Region. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

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

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

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

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

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

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

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

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

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Robert Armijo
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Kent Jorgensen
Interwest Consulting Group
1111 J Street, Suite M-109
Modesto, CA 95354

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

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney

Consultant

Interwest Consulting Group, a Colorado corporation

By: Michael Kashiwagi, P.E.
Title: Chief Operations Officer

Date: 1-29-2020

Federal Employer Tax ID No. 73-1630909

By: Debra Thorson
Title: Chief Operations Officer

Date: 1/29/20

Exhibits:

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

EXHIBIT A – Scope of Services

PROJECT MANAGEMENT

- **Meetings.** Attend meetings with the City, including the initial kick-off meeting with the City and the property owners, including providing meeting minutes, attending City Council meeting if needed.
- **Status Reports.** Provide and maintain title, appraisal, acquisition and relocation database/status reports for all project personnel to access.
- **Subconsultant Management.** Provide management and coordination of services for all subconsultants.
- **Escrow Coordination.** Provide coordination services with the escrow company, including ordering preliminary title reports, opening escrows and facilitating escrows for the acquired property.
- **Scheduling.** Prepare and provide the City with project schedules, as needed.
- **Quality Assurance/Quality Control Management.** Provide quality control management for all areas of the project, including coordinating efforts with the City to ensure a compliant project.
- **Data Management.** We will use QuickBase as a project management tool for tracking project-related tasks and milestones, as well as customized dashboards for monitoring individual performance efficiency, timelines and cost containment strategies. Our reports are tailored to each client's specifications to provide the critical information necessary for management decisions.
- **Project Close-Out.** Provide the services required to finalize and close out the project according to the Uniform Act, as amended, Federal Highway Administration (FHWA) regulations and California law.

RIGHT OF WAY COST ESTIMATES AND DATA SHEETS

Consultant understands the importance of preparing a credible right of way cost projection as part of the decision-making process on all capital improvement projects. Our Project Manager will prepare any required right of way cost estimates and data sheets. In addition, as recommended by the Federal Highway Administration (FHWA), we utilize a California Real Estate Broker to oversee and review the preparation of the cost estimates; therefore, our Corporate Real Estate Broker Kent Jorgensen will complete a quality control/quality assurance review and sign off the final documents. In general, the purpose of these cost projections is to analyze and determine the capital cost requirements for a proposed project alternative. We understand the importance of arriving at a realistic and reliable cost estimate to ensure adequate project funding is in place. Consultant's right of way cost estimating process is as follows:

Complete Right of Way Cost Estimate

- Review proposed right of way design, applicable environmental document and general project impacts.
- Quantify right of way requirements for each parcel area.
- Setup Consultant's customized cost spreadsheet with specific parcel detail.
- Complete a site inspection on the project area and document impacts to each parcel, limiting conditions, impacts to utilities and any hazardous waste concerns.
- Document any potential displacements and determine costs.
- Complete a market assessment, gather data on land values, real estate inflation rates, condemnation rates and possible damages.
- Compute costs by applying values to estimate parameters and other line items, including damages and property improvements, etc.
- Pay attention to inflation, uncertainty and risk.
- Input data into a cost spreadsheet and include applicable assumptions impacting value determination.
- Determine proper escalation rates based on the proposed project schedule.

Complete Caltrans Right of Way Data Sheets (For Projects with Federal Funds)

- Gather utility information, railroad impacts and cost estimates from applicable stakeholders.
- Input data into right of way data sheets. All statistical data will include accessible supporting documentation.
- Input any railroad and utility information as applicable to the project.

- Provide stakeholders with the draft right of way data sheets for review and comment.
- Make any necessary revisions, as directed by Caltrans and the City.
- Prepare a cost memorandum outlining the project assumptions and process utilized to develop the costs.

TITLE REPORT COORDINATION

- **Preliminary Title Report Review.** Consultant's qualified staff reviews the PTRs to inspect each report for accuracy of the stated ownership, Assessor Parcel Numbers and other pertinent information. Additionally, as applicable, the listed liens, encumbrances and/or mortgages, etc., are analyzed to determine if consents/subordinations are required to clear title.

APPRAISAL

- **Manage and Distribute Appraisal Assignments.** Facilitate the distribution of appraisal assignments, including appraisal review reports and ensure clarification of scope of the project.
- **Coordinate Meetings.** Hold meetings with the selected appraiser and review appraiser to review and discuss the project scope, requirements for the appraisal reports and reviews, as well as the type of reports required and the required written notice of inspection to the owner.
- **Notice of Intent to Appraise.** Prepare the Notice of Intent to Appraise letter for each property, advising the property owners of the proposed project, introducing the appraiser and providing contact information to answer questions and concerns.
- **Conduct Appraisal Inspection.** An appraisal inspection will be conducted to become familiar with the physical and functional characteristics of the impacted parcels, as well as to distinguish the influence of the immediate physical environment.
- **Determine Highest and Best Use.** Just compensation for the full and partial acquisitions will be as set forth in the California Code of Civil Procedure, Part 3, Title 7, Chapter 9, Sections 1263.320 through 1263.430, as appropriate for eminent domain purposes.
- **Obtain Appraisals.** Obtain appraisals and summary of value statements for each acquisition prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, other applicable federal laws, California laws and Uniform Standards of Professional Appraisal Practices (USPAP). Record information into the database and properly disperse appraisal reports.
- **Appraisal Reports.** The format and level of documentation for an appraisal report depends on the complexity of the appraisal problem. Complex property assignments are to be reported in a self-contained, narrative format. A summary report, in conformance with USPAP Standards Rule 2-2(b), is permitted in cases, which, by virtue of their low value or simplicity, do not require the in-depth analysis and presentation necessary in a narrative appraisal report.
- **Just Compensation.** Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

WAIVER VALUATIONS

Based on our initial review of available data for any given project, Consultant may recommend completing a waiver valuation instead of a summary appraisal report for particular parcels if we anticipate that the valuation is not complicated and the fair market value will be below \$10,000 and, as applicable, up to \$25,000. In these cases, a review appraisal will not be needed, saving the City both time and money.

FURNITURE, FIXTURES AND EQUIPMENT (FF&E) APPRAISAL

If furniture, fixtures and equipment (FF&E) appraisal services are necessary, our subconsultant, Desmond, Marcello & Amster, will perform the necessary research, investigation and analysis to provide written appraisal reports in compliance with the standards of USPAP. FF&E appraisal services include the following steps:

- **Client Communication.** Communicate with client management to determine the scope of the assignment.
- **Stakeholder Coordination.** Coordinate with relocation agents, acquisition agents and attorneys.

- **Preparation of Inventory.** Prepare a complete inventory of the assets at the subject business location. This inventory includes a description of the assets, as well as an observation of each asset's age, condition and method of installation, if any.
- **Documentation Review.** Review any documentation pertaining to the assets provided by the business owner or manager, e.g., invoices, depreciation schedules and construction contracts.
- **Interviews.** Interview the business owner and/or managers.
- **Marketplace Research.** Complete market research for each of the assets identified on site. This includes researching a variety of publications and interviewing individuals knowledgeable about the market for the assets.
- **Appraisal Coordination.** Coordinate with other appraisers to avoid duplication of compensation.
- **Apply Valuation Methods.** Apply valuation methods, including the market approach and cost approach to the subject asset.
- **Prepare Appraisal Report.** Prepare the appraisal report, segregating the improvement pertaining to the realty and movable personal property, for submission in a restricted report format.
- **Attend Meetings.** Attend meetings with the client to answer FF&E appraisal questions.

REVIEW APPRAISAL

Review appraisers are required to address a number of specific items pertaining to the appraisal report under review including: the completeness of the report; adequacy and relevance of the data; propriety of the adjustments; form an opinion as to the appropriateness of the appraisal methods and techniques used to complete the appraisal; and form an opinion as to whether or not the analyses, opinions and conclusions are appropriate and reasonable or develop reasons for any disagreements.

In addition to USPAP, eminent domain projects with federal and state funding require compliance with various additional regulations and guidelines. All appraisal review assignments will comply with Standard Rule 3 of USPAP. The scope of work for an appraisal review will include the following steps:

- **Identify the Appraiser.** Identify the appraiser(s) that conducted the appraisal.
- **Research the Property.** Become familiar with the subject property, and review legal descriptions and plat maps, title reports, environmental reports, and related documents, as applicable.
- **Research the Area.** Become familiar with the subject neighborhood and the comparable properties used in the various analyses.
- **Review the Math.** Check all mathematical calculations made by the appraiser(s);
- **Review the Narrative.** Cross-reference narrative descriptions within the report with photographs, maps, and other exhibits (when included in the work under review).
- **Review the Approach.** Review the weighting assigned to the approaches to value used in the appraisal.
- **Check for Compliance.** Determine if accepted appraisal principles, techniques, and standards were followed in arriving at the property value in accordance with USPAP, California law, Caltrans, FHWA and FTA regulations, as applicable.
- **Check for Oversight.** Ensure that the appraiser did not overlook any feature that would materially affect the property value.
- **Determine the Report's Completeness.** Develop an opinion as to the completeness of the material under review, given the review appraiser's scope of work.
- **Form an Opinion.** Given the review appraiser's scope of work, develop an opinion as to the following: 1) the adequacy and relevance of the data and the propriety of any adjustments to the data; 2) the appropriateness of the appraisal methods and techniques used and reasons for any disagreement; 3) the appropriateness and reasonability of the analyses, opinions, and conclusions and reasons for any disagreement; and 4) whether the appraisal can be used to establish fair market value for the subject parcel.
- **Make a Recommendation.** Determine whether the primary appraiser's estimate of fair market value should be used as just compensation for the proposed acquisition.

ACQUISITION AND NEGOTIATION

- **Review Plans.** Review project plans to become familiar with the project and its impacts on various properties.
- **Verify Conformance.** Verify that legal descriptions, plat maps, right of way plans, surveys and appraisals correspond and are accurate.
- **Offer Package.** Prepare and present the written offer letter to the property owner, along with the appraisal summary of value, purchase agreement, deeds, escrow instructions, brochure and agent's business card upon the initiation of negotiations, after review and approval by the City's representative. Submit all legal documents for the City's legal counsel to review when language is added, deleted or revised.
- **Acquisition and Negotiation.** Conduct negotiations for the acquisition of each parcel in accordance with all federal and state policies and procedures, including making the initial purchase offer in person when the owner resides in the project area, if possible. Offers to out-of-area owners will be sent via certified mail with a return receipt.
- **Administrative Settlement Recommendations.** Provide the City with a written recommendation and support documentation for all counter offers and proposed settlement terms for review and approval.
- **Open and Monitor Escrows.** Coordinate with the selected title company and open escrows on all purchases. Consultant monitors escrows, reviews all escrow documents, requests funds, ensures that the City receives title insurance policies in the amount of the purchase cost of the land/improvements, and clears title to all properties acquired.
- **City and Owner Liaison.** Provide liaison duties between the City and property owners.
- **Contact Documentation.** Thoroughly document contact with property owners and/or their representatives, indicating attendees, time and place of meetings. Documentation includes thorough diaries and copies of all correspondence and emails. Diaries are updated immediately after each contact, if possible, and are housed in a permanent acquisition file.
- **Parcel Files.** Establish and maintain an accurate and complete working file for each parcel in a professional and standard format. Additionally, all pertinent project files are maintained in electronic formats and provided to the City at completion of the project.
- **Meetings.** Attend any required or additional meetings, as deemed necessary by the City to communicate progress and discuss project issues.
- **Close-Out Acquisition File.** Complete a final quality assurance/quality control review on the file for close-out, provide final status reports to the City and deliver final files to the City upon completion of the project. Additionally, the City will receive a flash drive with all pertinent project data stored in systematically organized project folders.

RELOCATION ASSISTANCE

Relocation Plans

As necessary, we will prepare a Relocation Plan or Impact Report, if applicable, in accordance with the Uniform Act, all requirements of federal and California state law, and City policies and procedures. The purpose of the Relocation Plan is to provide the City with summary and statistical information regarding the impact of a project to potential displacees. Specifically, this report identifies potential impacts that may occur as a result of the demolition or renovation of existing structures, proposes the displacement of occupants and presents a plan to mitigate respective impacts.

Consultant's staff will personally inspect each impacted unit, as made available by the occupants in the project area, to assess the potential need for a replacement location and relocation services. We will conduct personal interviews with each potential displacee. In addition, our team will determine the availability of lease and sales listings in the surrounding areas by conducting internet research, reviewing of classified advertisements and communicating with local real estate brokers. We will then prepare and distribute a comprehensive report, as directed by the City, which will include: a description of the project and its location; assessment of needs; replacement housing resources; residential and commercial displacements; temporary housing requirements (if applicable); program assurances and standards; relocation assistance program; citizen participation and plan review period; description of relocation benefits; eviction policies and procedures; appeals and grievance procedures; displacement schedule; and estimated relocation costs.

Residential Relocation

- **Displacee Interviews and Verifications.** Personal contact with each displacee to conduct interviews, assess relocation needs, verify income, confirm legal occupancy and provide ongoing advisory services.
- **Explain the Relocation Process.** Inform the displacee of the relocation process, program benefits and provide referrals to other services that may provide assistance.

- **Determine Eligibility.** Review all documentation to prepare the Replacement Housing Payment calculation and determine if Last Resort Housing is required. Request approval from the City.
- **Relocation Assistance Program (RAP) Notices.** Provide the required RAP notices, as necessary, including a General Information Notice, a Notice of Eligibility, a 90-Day Notice and any relevant brochures.
- **Ongoing Assistance and Referrals.** Provide advisory assistance and referrals for comparable replacement housing.
- **Inspect Replacement Properties.** Conduct decent, safe and sanitary inspections of replacement dwellings.
- **Prepare Claim Forms.** Assist the displacee with preparing necessary claim forms with supporting documentation and process with the City. A completed W-9 will be attached to each claim form for submittal to the City.
- **Relocation Payments.** Hand deliver relocation payments to the displacee or mail with a tracking number, if requested.
- **Moving Estimates.** Obtain moving estimates for commercial moves (providing a minimum of two bids).
- **Move Oversight.** Monitor the move, obtain keys and provide a final walk-through inspection of the property to ensure that all personal property has been removed. Obtain a Certificate of Abandonment from the displacee to release any interest in the structure, improvements to realty or personal property that was not relocated.
- **Secure the Property.** Coordinate with the City or the designated property management group to ensure that the property is secured in a timely manner.
- **Complete Relocation Files.** Maintain and submit completed relocation files on each displacee, including a comprehensive diary, so that the reader will be informed of the displacee's needs, eligibility and entitlements.
- **Program Tracking.** Maintain a customized Consultant program tracking database with all pertinent Relocation Assistance Program details, dates and entitlement amounts.
- **Status Reporting.** Provide the City with weekly status reports, as required, generated from the database.
- **Close Out Relocation Files.** Collect final supporting documentation, prepare final claim forms, reconcile all payments, prepare certification and close file. Closed paper files and electronic files will be delivered to the City for proper retention and audit purposes.

Business Relocation

- **Conduct Displacee Interviews.** Personally meet with and interview the business owner to complete the Displacee Needs Questionnaire, assess the business needs, review the relocation schedule, obtain the number of employees and the owner's proposed plans. Consultant will provide ongoing advisory assistance throughout the project.
- **Prepare Property Inventory.** Coordinate or prepare a certified personal property inventory.
- **Verify Improvements.** Verify improvements to realty and coordinate with the displacee, property owner, the City, and other project stakeholders, to ensure that no real property is included in said inventory or if a Furniture, Fixtures & Equipment (FF&E) appraisal will be required.
- **Determine Displacee Needs.** Identify the displacee's needs, desires and concerns in a detailed work plan. Work with the displacee and City representative to solve any identified problems.
- **Determine Eligibility.** Determine potential eligibility for moving payments by reviewing criteria and case data.
- **Present Letter of Entitlements.** Contact the displacee and present the letter of possible entitlements, a relocation brochure and a business card. We will also provide a detailed explanation of the Relocation Assistance Program benefits.
- **Update Contact Diary.** Summarize interviews, contacts and contact attempts in the diary for official record.
- **Assistance with Locating Replacement Sites.** Provide assistance in locating a suitable replacement site by collaborating with real estate agents, municipality officials, federal and state agencies for environmental, planning and zoning considerations, and private or government-sponsored lenders for financial backing. Verify all data and confirm proper zoning requirements. If a Conditional Use Permit is required, check with the proper department to ensure the necessary timeframe for process and probability. Preview the property and take photos to provide to the displacee, and place in the file.

LOSS OF BUSINESS GOODWILL APPRAISAL

In the event that loss of business goodwill appraisal services are required, they will be provided by our subconsultants Donna Desmond Associates or Desmond, Marcello & Amster. A general scope of work is provided below.

- **Project Meetings.** Meet with right of way and project teams to gain an understanding of the project and its potential

impacts on the business entity.

- **Complete an Inspection.** Inspect the business facility.
- **Conduct Interviews.** Interview the business owner to determine a history of operations and relocation needs.
- **Financial Document Review.** Review the business's historical financials, tax returns and lease agreements.
- **Appraisal Report Review.** Review all parcel appraisal reports and coordinate with real estate and furniture, fixtures and equipment (FF&E) appraisers to avoid duplication of compensation.
- **Stakeholder Coordination.** Coordinate with agency staff and legal counsel to discuss strategy and approach.
- **Relocation Agent Coordination.** Coordinate with relocation agents to determine relocation options and the feasibility of relocating.
- **Complete Market Research.** Perform research to determine the business's marketability and influences.
- **Use Valuation Methodology.** Implement valuation methodology, including market-based and income approaches, to determine the business's goodwill value in the before condition.
- **Replacement Site Inspection.** Inspect potential or actual relocation sites.
- **Documentation Review.** Review all relevant and available documentation from the relocation site, including lease, financial statements and capital expenditures.
- **Determine Loss of Goodwill.** Implement valuation methodology to determine the loss of goodwill suffered by the business, including giving consideration to betterment, if any.
- **Prepare Appraisal Report.** Prepare a restricted appraisal report, inclusive of a parcel diary, as required.

CONDEMNATION SUPPORT

It is Consultant's goal to successfully acquire every site under amicable terms and relocate every displacee with the least amount of disturbance; however, this is not always possible. When this situation arises, we offer our clients a detailed account of the actions and timelines and recommend condemnation. If a condemnation action is warranted, Consultant will support the City or its legal representative through the process. During this time, unless otherwise directed by the City, Consultant will continue to negotiate with the owners/tenants to reach a reasonable conclusion in order to prevent actual litigation.

Consultant's personnel are exceptionally knowledgeable concerning the federal requirements of land acquisition and we are cognizant of the state laws of California. Even if condemnation is necessary, Consultant is experienced in coordinating with Caltrans and the Federal Highway Administration (FHWA) to prepare applicable certifications, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual, and ensure that all schedules of Right of Way Certifications are met before a project proceeds to construction.

Our condemnation support services include the following tasks.

- Providing the City's legal counsel with a complete and documented case file.
- Obtaining litigation guarantees.
- Verifying title information and furnishing information to the City's legal counsel.
- Preparing the appropriate notice for the Resolution of Necessity hearing.
- Attending Resolution of Necessity hearings.
- Continuing negotiations with owners as authorized by their representatives.
- Providing case recommendations under acceptable administrative settlement provisions.
- Serving summons and complaints as requested by the City's legal counsel.
- Providing expert testimony.

UTILITY COORDINATION AND RELOCATION

Consultant will coordinate the identification and disposition of utilities and work closely with the City and the design team to avoid conflicts. We will review the utility owners' documents and pertinent regulations regarding utility rights as they relate to the project. Our team will submit preliminary and final utility base maps and database reports that will identify potential conflicts. It is assumed that conflicts will be reviewed with the design team and avoided; however, if unavoidable, Consultant will coordinate the utility relocation process. The utility investigation process includes the following tasks:

- **Determine Utilities.** Determine all utilities located within the construction area by conducting field reviews and researching records.
- **Prepare Claim Letter.** Prepare the verification request/claim letter with a copy of the design plans.
- **Request Plans and Documents.** Obtain as-built plans and existing right of way documents.
- **Identify Underground Facilities.** Perform a positive identification of underground facilities, as applicable.
- **Obtain Permits.** Collect all permits and traffic control measures in conformance with the Manual of Uniform Traffic Control.
- **Prepare Utility Database and Base Map.** Prepare the utility database and utility base map, submitting them to the design team to determine conflicts.
- **Report of Investigation.** Prepare the Report of Investigation and review prior rights claims to determine liability for utility relocations and costs.
- **Relocation Plan.** If conflicts are unavoidable, obtain a relocation plan and cost estimate from the utility owner in conflict and approval from the design team.
- **Review U-Sheets.** Inspect U-Sheets to confirm that existing and proposed utility facilities are identified.
- **Deliver Notice to Owner.** Prepare and deliver a Notice to Owner to relocate, if the conflict cannot be resolved by the design team.
- **Prepare Caltrans Exhibit 3-C.** If needed, prepare Exhibit 3-C of the Caltrans Local Assistance Procedures Manual for authorization to proceed with the utility relocation.

- **Provide Utility Agreement.** Prepare the utility agreement, as required.
- **Permits and Replacement Rights.** Coordinate permits and replacement rights prior to relocating the utility.
- **Review Relocated Utilities Report.** Inspect and confirm the accuracy of the relocated utilities report.
- **Collect Final As-Builts.** Obtain and submit final as-builts for approval and acceptance by the design team and the City.
- **Utility Conflict Matrix and Base Map.** Survey data and documentation will be compiled to create a Utility Conflict Matrix and Base Map. Consultant will work with the design team to determine if a utility must be relocated or is clear for construction, meeting all minimum clearance requirements. This conflict matrix is used for our formal utility quality control process.
- **Construction Coordination and Utility Files.** As required, Consultant will provide coordination during construction to monitor relocations and ensure adherence to the schedule. A utility file will be prepared and maintained for each impacted facility and will contain the following documents:
 - Signed copies of all documents and agreements, including amendments, final relocation plans and approvals.
 - Signed copies of invoices and payments, including the reconciliation and accounting.
 - Proof that all credits from utility owners have been received.
 - Diary notes from the resident engineer approving the relocation in the field.
 - Signed copies of as-builts from utility owners, permits and/or replacement rights.
 - A base map showing the location of replacement rights.
 - A letter from the City accepting relocation conditions, if needed.

Utility coordination activities will run concurrently with plans, specifications and cost estimates (PS&E) preparation and prior to other right of way delivery activities. Consultant will obtain all available documents, determine status, and share information and documents with all project stakeholders.

RIGHT OF WAY CERTIFICATION

Consultant will coordinate with the City and Caltrans to prepare the Right of Way Certification, as required by Chapter 13, Section 13.10 of the Caltrans Local Assistance Procedures Manual. Our process includes the following:

- **Coordination.** Coordinate with Caltrans Local Assistance or Local Programs to ensure that project requirements are underway. This includes ensuring that the City has completed all necessary documents to begin the certification process, (e.g., the E-76 application for Construction/Right of Way).
- **Assembly.** Assemble the Right of Way Certification (1, 2, 3 or 3W) binder with all appropriate documentation to be provided by the City, including documentation showing possession of the necessary right of way, utility notices and agreements, relocation plans and costs, and necessary environmental clearance support.
- **Drafting.** Draft the Right of Way Certification form segmenting the different project land rights acquired along with any Relocation Assistance Program documentation, as applicable, supporting the proper handling of displacees.
- **Delivery.** Package and deliver a hard copy of the certification directly to Caltrans District Office and provide an electronic copy to the City.
- **Revisions.** Consultant will coordinate revisions between Caltrans and the City, as necessary, and work with the client to ensure that all schedules of right of way certifications are met before the project proceeds to construction.

DELIVERABLES

PROJECT MANAGEMENT

- Status reports
- Detailed timesheet tracking reports with level of progress comparison

TITLE SERVICES

- Preliminary title reports and supporting documentation
- Title insurance
- Litigation guarantees (as applicable)

APPRAISAL SERVICES

- Summary appraisal reports
- FF&E appraisal reports (as applicable)
- Review appraisal reports
- Summary of Just Compensation
- Waiver valuations (as applicable)

ACQUISITION AND NEGOTIATION

- Contact diaries and correspondence
- Offer package
- Fully executed Purchase and Sale Agreement
- Settlement justification memorandums, as necessary
- Escrow documentation and final settlement statement
- Escrow refund check
- Notes on acquisition and comparables related to negotiations
- Final recorded deeds
- Periodic and final status reports
- Closed files (hardcopy and electronic)

RELOCATION PLANS

- Draft Relocation Plan or Impact Reports for stakeholder evaluation
- Final Relocation Plan or Impact Report incorporating any revisions from stakeholders

LOSS OF BUSINESS GOODWILL APPRAISAL

- Loss of business goodwill appraisal report

RELOCATION ASSISTANCE

- Interview forms
- Copies of all leases and other documents to establish tenancy
- Site documentation through photos or video
- Contact diaries and correspondence
- Copies of all notices (GIN, NOE, 90-day notices, abandonment)
- Informational brochures
- Referrals with cover letter and follow-up letter
- Claims with back-up documentation, copies of checks and receipts
- Periodic and final status reports
- Closed files (hardcopy and electronic)

UTILITY COORDINATION AND RELOCATION

- All signed documents and agreements, including amendments, final relocation plans and approvals
- Signed invoices and payments, including reconciliation and accounting
- Proof that all credits from utility owners have been received
- Diary notes from the resident engineer approving the relocation in the field
- Signed copies of as-builts from utility owners, permits and/or replacement rights
- Base map showing the location of replacement rights
- Letter from the City accepting relocation conditions, if needed

RIGHT OF WAY CERTIFICATION

- Complete Right of Way Certification Level 1, 2 or 3 (3w as necessary)
- Right of Way Certification hard copy binder and supporting documents, including:
 - Project map and project plans
 - Individual parcel documents, including: parcel diary; appraisal summary; executed purchase agreement; recorded easements, vesting documents, rights of entry and/or temporary construction easements; and relocation supporting documents for personal property and/or residential/business relocations
 - Environmental clearances
 - Utility relocation notices to owners with responses and memorandums for each utility relocation
 - Utility and cooperative agreements with local agencies.

EXHIBIT B - Compensation

<u>Classification</u>	<u>Hourly Rate</u>
Corporate Broker	\$185.00
Project Manager	\$160.00
Quality Control Manager	\$150.00
Sr. Acquisition Agent	\$125.00
Acquisition Agent	\$110.00
Sr. Relocation Agent	\$125.00
Relocation Agent	\$110.00
Utility Coordinator	\$125.00
Railroad Coordinator	\$125.00
Project/Escrow Coordinator	\$ 75.00

Subconsultants

Primary Appraiser	Flat Fee on a Report Basis*
Review Appraiser	Flat Fee on a Report Basis*

Other Direct Charges (ODCS)

Mileage	\$0.58 per mile**
Postage/FedEx	@ Cost

*Subconsultants will bid on a case-by-case basis with no mark-up.

** Or current IRS allowable.

Note: Depositions and court testimony will be \$250/hour.

Terms of Payment

Net 30 days. Invoices will be submitted monthly. All rates are effective as of January 1, 2019.

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
ASSOCIATED RIGHT OF WAY SERVICES, INC., RIGHT OF WAY ACQUISITION SERVICES FOR
MULTIPLE CAPITAL IMPROVEMENT PROJECTS (FEBRUARY 2020 TO MARCH 31, 2024)**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Associated Right of Way Services, Inc., a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide Right of Way Acquisition Services for Multiple Capital Improvement projects for a period of four years (February 2020 to March 31, 2024); and

B. On October 9, 2019, the City issued a Request for Proposals (RFP) for Right of Way Acquisition Services for the City's Various Capital Improvement Program Projects (**Project**). On November 5, 2019, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on _____, 2020.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Larry Castellanos. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly

caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on February 1, 2020 and end on March 31, 2024, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed a cumulative amount of \$800,000. Effective February 1, 2020, Consultant's billing rates under this Agreement may be annually increased in January of each year to the lesser of 3% or the annual increase in the Cost of Living Index – All items, for the Sacramento Metropolitan Region. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

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

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

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

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

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

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

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

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

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Robert Armijo
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

William Tannenbaum
Associated Right of Way Services, Inc.
2300 Contra Costa Blvd., Suite 525
Pleasant Hill, CA 94523

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney

Consultant

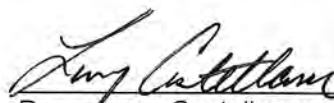
Associated Right of Way Services, Inc., a California corporation



By: William Tannenbaum
Title: President

Date: 1/21/2020

Federal Employer Tax ID No. 94-3096127



By: Larry Castellanos
Title: Secretary

Date: 1/21/2020

Exhibits:

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

EXHIBIT A - Scope of Work for Consultant ("AR/WS")

Project Managements – General Consultation

- Establish work process with City of Tracy and schedule, manage and coordinate all real estate and relocation assistance functions.
- On-going consultation, meetings and recurring project management duties.
- Coordinate with City of Tracy, subcontractors (fixtures & equipment appraiser, business goodwill appraiser, and independent review appraiser), property acquisition agent, relocation advisor and legal counsel.
- Assistance with analyzing various courses of action. Work with City of Tracy to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, and project reporting.
- Implementation and compliance with Uniform Act guidelines.
- Maintaining accurate records. Monitor work plan and work flow.
- Assist with the preparation of Caltrans Right of Way Certification for City of Tracy review and approval, if needed.

Appraisal Services

- Appraisals to be provided as one original with two copies addressed and delivered to City of Tracy staff as directed.
- The initial appraisal budget does not include the time or expense of a damages analysis for properties that suffer a decrease in value due to the proposed acquisition and/or the construction of the project. The budget does not include a benefits study where benefits may or may not offset some or all of the damages to a property. Should it be determined there are damages and/or benefits to properties, additional services will be billed on an hourly basis following a discussion with the City of Tracy and amendment to our agreement. Dedication requirements or other circumstances may also require a need for additional sets of data, supplemental meetings, research, analysis and/or alternative conclusions.
- Appraisals to be prepared in accordance with California Eminent Domain Law, California Government Code Section 7260 et seq., Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt. [(OR if applicable), the Caltrans Right of Way Manual, and 49 CFR, Part 24.]
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.
- Prepare appraisal reports in a Summary Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (b).
- Appraisal is for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320.

- The appraiser will issue the necessary public acquisition informational brochure to all owners.
- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken;
 - The eminent domain proceeding in which the property is taken;
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not give consideration to, nor include in their appraisals, any allowance for relocation benefits of personal property.
- [If applicable] The appraiser will work directly with the Review Appraiser.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any loss of goodwill valuations should be performed by others under direct contract to City of Tracy.
- Updated values when requested. [LR1]
- If revisions are made to the property requirements during the appraisal process or upon completion of the report appraisal time to address these revisions will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)
- Expert witness related services including preparation for and appearances at depositions, court, arbitrations / mediations, hearings, and testimony will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)
- If properties are split or added, additional appraisal reports may be required. (Optional Service)

City Obligations for Appraisal Services

- Adequate appraisal maps.
- Legal descriptions and plat maps.
- Design information and construction plans.
- Current title reports for each ownership.
- Legal opinions as necessary.
- Environmental reports.

Appraisal Review

Appraisal review required and to be performed by others under subcontractor agreement. ARWS proposes to subcontract with a qualified independent review appraiser for these services.

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes will be completed.
- A checklist identifying the various requirements of the appraisal reports will be used to ensure that the reports contain all of the prescribed requirements.
- Review appraiser will prepare a summary of the appraisal process and provide comments regarding any omissions or problems with the reports, such as lack of reasonable support for the appraisal conclusions.

- Review appraiser will make initial call to the appraiser to inform the appraiser that the reports are being reviewed. Comments will be provided to the appraiser for discussion.
- Schedule a field review and if needed schedule a meeting with the appraiser.
- Communicate with the City of Tracy to clarify potential issues, resolve problems and notify City of Tracy of progress.
- If required by City of Tracy, review comments will be provided to City of Tracy at the same time they are sent to the appraiser.
- Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

Negotiations/Acquisitions

- AR/WS to prepare acquisition documents. Said documents include, but are not limited to, offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, public acquisition brochure and goodwill information sheet (if not addressed in City of Tracy brochure).
- Per Section 102 of the California Streets and Highways code a copy of the appraisal report will be provided to the property owner.
- If non-residential lessees or tenants are in occupancy, AR/WS will prepare, if necessary, offset statements or similar documentation to attempt to identify lessor/lessee interests in improvements and relevant lease terms.
- All acquisition documents to receive City of Tracy's written approval as to form prior to use in the field. If agreement with all owners and other required interests cannot be reached, AR/WS will advise City of Tracy that negotiations have reached an impasse. The City of Tracy will consider scheduling of an action in eminent domain including the required public necessity hearing. AR/WS will provide condemnation support as needed and requested, budget allowing. AR/WS will initiate and maintain individual acquisition files.
- If settlement with owners and other required interests is reached pursuant to the City of Tracy approved appraisal or City of Tracy approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to City of Tracy. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require City of Tracy written approval before implementation of any settlement agreement. AR/WS will establish with City of Tracy a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by City of Tracy.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- AR/WS will make every reasonable effort to acquire property on behalf of the City of Tracy expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after

eminent domain has been initiated. City of Tracy will provide ongoing feedback to AR/WS as to authorization for settlements.

- Escrow and title coordination services. AR/WS to assist City of Tracy with escrow and title work, escrow monitoring and scheduling.

City Obligations Relating to Acquisition Services

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on City of Tracy's behalf.
- Selection of title company.
- Review and approval of title company prepared escrow instructions including acceptable condition of title.

Relocation Planning (If Needed)

AR/WS will prepare a Relocation Impact Study and Last Resort Housing Plan ("Plan") and Cost Estimate for the project in accordance with state law. The Plan will be prepared as a planning tool for the City of Tracy and as an informative document for the community and project occupants. The Draft Plan will be circulated for a 30-Day Review and Comment Period as required by law. Comments to the Draft Plan will be incorporated into the Final version of the Plan that will be submitted to City of Tracy for approval prior to the initiation of relocation activities.

AR/WS staff will attempt to meet with each affected project occupant in order to determine occupant characteristics and replacement site needs. Research on available replacement sites in the area will provide the necessary information to determine the availability of replacement sites in the area. The Plan will be developed to include the following information:

- General Project Information
- Project Occupant Characteristics
- Replacement Site Resources
- A Detailed Description of the City of Tracy's Relocation Assistance Program
- A Budget Estimate of Relocation Costs

Relocation Assistance Services (If Needed)

AR/WS will provide the City of Tracy with a project manager and supporting staff that will implement the City of Tracy's Relocation Program in a timely, professional manner. Relocation advisors will act as a liaison between the City of Tracy and the affected occupants. This relationship provides that relocation advisors will work closely with City of Tracy staff to implement a fair and equitable Relocation Program and, simultaneously provide affected occupants with continuing information as to their rights as displaced persons and assistance to replacement sites.

Housing Valuation Studies establish the maximum Replacement Housing Payments that are available for each household. AR/WS will research the area housing market and will develop a Housing Valuation Study to determine the cost of comparable replacement housing for each type of housing need. Housing Valuation Studies will be reviewed every 90 days to determine whether or not housing costs have fluctuated. If the cost for available, comparable replacement housing has increased, new Housing

Valuation Studies will be prepared. Additional budget may be required to update or prepare new Housing Valuation Studies.

Site Searching Services are essential for the successful relocation of residential households and businesses. AR/WS staff researches housing and business replacement sites through area brokers, classified ads, driving surveys, available property database services and relationships with property management companies. Our goal is to provide continuing site availability information to each affected occupant.

Residential Relocation Assistance Services will be available to each household. These services include the following types of assistance.

- A relocation advisor will be assigned to each project household. The advisor will meet with each household to determine household characteristics, household income, special assistance needs, and replacement site needs.
- The relocation advisor will be responsible to provide each household with the following documentation when appropriate:
 - General Information Notice
 - Notice of Eligibility
 - Letter of Entitlement
 - Referrals to Replacement Sites
 - 90-Day Notice to Vacate (to be signed by the City of Tracy)
- The relocation advisor will secure necessary documentation from the household and other sources to determine household income, occupant status and replacement site needs. This information will be used to determine the maximum Replacement Housing Payment available for each household.
- The relocation advisor will meet with each household and will present the household with a relocation assistance package that includes a Letter of Entitlement, Referrals to Replacement Sites, a Relocation Assistance Handbook, and other helpful information. The advisor will explain the Relocation Assistance Program and eligibility requirements for relocation payments to each displacee and will be available throughout the project to respond to occupant questions and to provide continuing Relocation Advisory Assistance.
- The relocation advisor will prepare all claim forms and will secure all necessary documentation and signatures for the claims. The advisor will then forward completed claims and documentation to the City of Tracy for processing. The advisor will deliver payments to the households and will secure a signature to confirm payment.
- Relocation advisors will work closely with each household to identify any special needs related to health, mobility and language; and will provide additional advisory assistance, as needed, to minimize hardships.
- The relocation advisor will provide each household with information related to the City of Tracy's Appeal and Grievance Process.
- The relocation advisor will provide continuing assistance to identify and secure replacement housing.

- The relocation advisor will establish and maintain a detailed relocation file for each household in order to document specific relocation efforts. Each file will include a relocation diary to track all contact with occupants.
- The relocation advisor will inspect replacement dwellings to determine whether the properties meet Decent, Safe and Sanitary (DS&S) standards as defined in State relocation regulations.
- The relocation advisor will provide continuing information to City of Tracy staff to keep staff apprised of relocation efforts and household vacate status.
- The relocation advisor will assist in preparing a Relocation Appeal Package for a claimant in the event of appeal. (Optional Service.)

Business Relocation Assistance Services will be available to the affected business occupants. These services include:

- A relocation advisor will be assigned to each affected business. The advisor will meet with each business representative to determine the business structure, market area, personal property, and replacement site needs.
- The relocation advisor will be responsible to provide each business with the following documentation when appropriate:
 - General Information Notice
 - Notice of Eligibility
 - 90-Day Notice to Vacate (to be signed by the City of Tracy)
- The relocation advisor will work with area brokers, the City of Tracy and other resources to identify available replacement sites that might accommodate the affected businesses.
- The relocation advisor will work closely with each business in order to secure estimated relocation costs.
- The relocation advisor will prepare claims for payment and will present them to the business owners for signature. The advisor will submit all signed claims and necessary documentation to the City of Tracy for review and processing.
- The relocation advisor will establish and maintain a detailed relocation file for each business and document specific relocation efforts. Each file will include a relocation diary to track contact with occupants.
- The relocation advisor will provide continuing information to City of Tracy staff to keep staff apprised of relocation efforts and vacate status.
- The relocation advisor will assist in preparing a Relocation Appeal Package for a claimant in the event of appeal. (Optional Service.)
- Relocation services do not include negotiation/acquisition services, which include, but are not limited to real property, fixtures and equipment, or loss of business goodwill.

City Obligations Relating to Relocation Services

- The City of Tracy is responsible to provide assistance to each affected project occupant in a timely manner in accordance with applicable laws and regulations.
- AR/WS will submit documents and claims to the City of Tracy for review and approval. It is important that documents and claims be approved and processed in a timely manner in order to avoid a hardship for the affected occupants. "Rush" payments will be limited, but may be required at times during the project.
- The City of Tracy will notify AR/WS in writing if there are any changes in project scope or project schedule.
- The City of Tracy has funds available to proceed with this project and to provide Relocation Assistance to affected occupants on a timely basis.

Legal and Related Support Services

AR/WS will work with Legal Counsel to coordinate legal proceedings. AR/WS will provide court and/or appeals related services, including but not limited to depositions, court appearances, arbitrations / mediations, hearings, testimony, and preparation for such activities, in connection with any service provided to the City of Tracy.

Administrative Support

AR/WS will provide a fully staffed in-house clerical team to provide word processing, reports, project tracking and budget control for all AR/WS services.

EXHIBIT B - Compensation

<u>Consulting Category</u>	<u>Hourly Rate</u>
Principal Consultant	\$230.00
Managing Consultant	\$200.00
Consultant III	\$155.00
Consultant II	\$135.00
Consultant I	\$120.00
Right of Way Technician	\$ 85.00
Administrative Support	\$ 70.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$225.00
Appraiser II (Hourly)	\$205.00
Appraiser I (Hourly)	\$180.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (Including preparation)	\$300.00

Notes:

Fees include direct and indirect expenses and profit. A budget will be prepared for each scope of services request with a not-to-exceed budget.

RESOLUTION 2020-_____

APPROVING MASTER PROFESSIONAL SERVICES AGREEMENTS WITH INTERWEST CONSULTING GROUP OF MODESTO, CALIFORNIA AND WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. OF PLEASANT HILL, CALIFORNIA, FOR THEIR SERVICES FOR A PERIOD OF FOUR YEARS (FEBRUARY 2020 TO MARCH 31, 2024) TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR VARIOUS PROJECTS, FOR A NOT-TO-EXCEED TOTAL AMOUNT OF \$800,000 FOR EACH FIRM

WHEREAS, The process of acquisition of land for Capital Improvement Projects takes specific legal knowledge and is best served by utilizing professional service providers, with work on several projects happening simultaneously, and

WHEREAS, The Master Professional Services Agreement (MPSA) with our current consultant has expired, and a new Request for Proposal (RFP) was advertised to provide right of way services for a number of City Capital Improvement Projects, and

WHEREAS, The Consultant firms responded to the MPSA, and all have been reviewed and found responsive and capable to perform; Two firms have been found to be closest aligned to the needs of the City of Tracy, and

WHEREAS, The two firms, Interwest Consulting Group of Modesto, California and Associated Right of Way Services, Inc., (AR/WS) of Pleasant Hill, California, have worked for the City in the past on various projects and due to the lengthy process of land acquisition, their services are needed, and

WHEREAS, Both firms have demonstrated an ability to perform the necessary tasks required to perform right of way acquisition services, and

WHEREAS, The cost of services will be paid from Capital Improvement Projects, which require acquisition of rights-of-way and easements;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves Master Professional Services Agreements with Interwest Consulting Group of Modesto, California and with Associated Right of Way Services, Inc. of Pleasant Hill, California, for a period of four years (February 2020 to March 31 2024), for a not-to-exceed total amount of \$800,000 for each firm for providing right-of-way acquisition services for various projects.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 18th day of February 2020 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

APPROVE THE NEW GROUND LEASE AGREEMENT WITH CORRESPONDING INCREASES IN GROUND LEASE RENTAL RATES AS STATED IN THE NEW AGREEMENT AND THE ADDITION OF AN ELECTRIC SURCHARGE FOR PRIVATELY-OWNED HANGARS AT TRACY MUNICIPAL AIRPORT EFFECTIVE APRIL 1, 2020

EXECUTIVE SUMMARY

There are seventy six hangars located at Tracy Municipal Airport. Of these, twenty-five are privately owned with a ground lease required between the City of Tracy and the owner of the hangar. The ground lease agreement has never been updated since its inception in the early 1990's. All of the ground leases have expired and the owners of private hangars are under a month to month tenancy in the interim. Staff requests City Council approval of the new ground lease agreement, which will be used to lease ground space for privately owned hangars beginning April 1, 2020.

DISCUSSION

Over the past eight (8) months, airport management, an airport hangar committee, tenants, and the City Attorney's Office have collaborated to create an agreement that would best benefit the City, the airport, and tenants.

A hangar committee was created in May 2019 comprised of ground lease tenants, the owner of Skyview Aviation, city-owned hangar renters, and a Transportation Advisory Commissioner. Airport staff had solicited, through the Association of California Airports, the ground lease rates from airports all over California as well as copies of ground leases. After discussions at multiple Tracy Airport Association meetings and extensive emails to all tenants, a final draft was taken to the Transportation Advisory Commission in January 2020 for recommendation to council.

At the January 9, 2020 Transportation Advisory Commission meeting, the Commission recommended approval by City Council. The Commission stated that the agreement was well thought out and showed the time and effort put into it.

There are several key changes to the agreement.

- Automatic increases in ground lease rental rates that will be on a set time table starting April 1, 2020.
- The Consumer Pricing Index that will be used starting 2025 has been changed to the Western United States region with a population under 100,000.
- An electric surcharge to all ground lease tenants, which will be paid as additional rent to the City for its costs of providing electricity to the hangars at the airport and will be added to monthly ground lease invoicing. This surcharge will be calculated each December based on the previous year's electric bills and adjusted each January for the following year. The City has never captured the cost of providing electricity to the ground lease tenants with privately owned hangars.
- Terms were increased to a 20 year term with the option of two (2) 10-year renewals.
- The minimum standards for insurance were increased to reflect current industry standards.

This new agreement will allow for equitability as the airport will be in line with other airports with similar size, amenities, and services in California.

The goal for the City is to reduce the general fund subsidy to the airport annually and make the airport self-sustaining. The approval of the new ground lease agreement with built in rental rate increases and the addition of the electric surcharge, as additional rent, is a crucial step in that direction. It allows for increased revenue and the ability to encourage more ground leases at the airport.

STRATEGIC PLAN

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

FISCAL IMPACT

The ground lease rental rate will increase two cents over the first four-year period. This is a 40% increase to the monthly rate the City currently charges initially adding \$2000.16 in the first year to airport revenue. Starting in 2025, the rates will increase per CPI automatically every odd year. These new rates will bring the current rates up to market value and will allow an increase in the overall Airport revenue.

The new electric surcharge will be calculated each December based on the previous twelve months of electric bills and applied in January of the new year through December. The new electrical surcharge will be captured as new revenue for the remainder of this calendar year to offset the costs of electricity incurred at the airport and will continue at the new rate in January 2021.

RECOMMENDATION

Approve the new ground lease agreement with corresponding increases in ground lease rates as stated in the new agreement, and the addition of an electric surcharge for privately-owned hangars at Tracy Municipal Airport effective April 1, 2020

Prepared by: Paula Jessup, Airport Manager

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

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment A - Ground Lease Agreement

CITY OF TRACY
GROUND LEASE AGREEMENT FOR PRIVATELY OWNED HANGAR AND AIRCRAFT
STORAGE

THIS GROUND LEASE AGREEMENT (Lease) is made this _____ day of _____, 20____ between _____ (Lessee) and the City of Tracy, a California Municipal Corporation (Lessor). Lessee and Lessor are collectively referred to herein as "Parties."

RECITALS

A. WHEREAS, Lessor owns and operates an airport commonly known as the ____ [Insert name of airport] _____ (the "Airport"), and

B. WHEREAS, Lessee desires to lease a portion of the Airport for the purpose of building and maintaining an aircraft hangar and for the storage of aircraft, and

C. WHEREAS, Lessee has read and understands the rules and regulations that apply to the Airport;

NOW THEREFORE, incorporating the foregoing Recitals herein, the Parties mutually agree as follows:

1. PREMISES

1.1 DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a portion of Lessor's real property described in Exhibit A attached hereto and incorporated herein, hereinafter referred to as the "Premises," property located at hangar space # _____.

1.2 CONDITION OF PREMISES: Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent or patent.

At commencement of the term specified in Section 2 below, the Premises shall be paved and in good condition. Lessee shall slurry seal hangar area prior to construction of hangar. This provision shall not be applicable to previously constructed hangars or those with concrete floors.

Lessee will keep and maintain the Premises, improvements and fixtures in a clean, safe and orderly condition at all times. Lessee shall not commit or suffer to be committed any waste upon the Premises, improvements, and fixtures or commit or allow any nuisance or other act which may disturb or interfere with the Airport, its surroundings, the departure and arrival of aircraft, or other aircraft operations and uses. If Lessee shall fail to perform the obligations under this paragraph, after thirty (30) days' written notice setting forth such failure, then Lessor shall have the right to perform the same and to charge Lessee therefore, and Lessee shall pay the Lessor such costs upon Lessor's demand. Noncompliance and/or non-payment by Lessee shall constitute a breach of this Lease. The making of such repairs or performance of maintenance by Lessor shall in no event be construed as a waiver of the duty of Lessee to make repairs or perform maintenance as provided in this paragraph. Lessee shall not alter the Premises without Lessor's prior written consent except as herein set forth. If Lessor so consents, then alterations shall be made at the sole cost and expense of the Lessee.

1.3 OWNERSHIP OF IMPROVEMENTS: All privately-owned portable hangars shall remain the property of Lessee during the term of this Lease agreement; provided however, that if Lessee is no longer able to maintain the hangar due to unforeseen circumstances, Lessee may request that the hangar revert to the Lessor in accordance with Section 2.3. At the end of the Lease term, or any renewal thereof, Lessee may remove the privately-owned hangar so long as the Lease has not been terminated by the Lessor due to a default by Lessee, in which case the Lessor shall have a lien on the hangar in an amount that fully satisfies Lessee's obligation under the Lease.

2. TERM

2.1 The term of the Lease shall be 20 years from the date this Lease is executed (the "Initial Term"), unless extended through the options described herein or sooner terminated as provided in this Lease:

2.1.1. OPTION TO EXTEND INITIAL TERM: Lessee shall have the option to extend the Initial Term of this Lease for two 10 year periods. Lessee shall provide Lessor with sixty (60) days' written notice of its intent to extend the Initial Term. No extension to the Initial Term of this Lease shall be granted by Lessor if Lessee is in default of any term of this Lease and has not cured said default as provided in Section 15.

2.2. REMOVAL: Lessee may remove said aircraft hangar from the Airport within ninety (90) days. Lessee shall continue to pay the rent then in effect during said ninety-day period.

2.3. REVERSION: Hangar may become the property of the City of Tracy at the request of the Lessee.

2.4. HOLDING OVER: Any holding over by Lessee past the term of this Lease shall not be deemed a renewal or extension of the term of this Lease.

3. RENT

3.1 RENT: Lessee shall pay to Lessor, as rent, the sum of \$ _____ per month on the first day of each month for which it is due, beginning on the date term commences and continuing during the term. The rent is calculated as _____ per square foot with the square footage of hangar being _____. Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rate for each day. All rent shall be paid to Lessor at the address to which notices to Lessor are given, as specified in Section 16 below. Lease rates are set by resolution of the City Council. The rental rates are set forth in Exhibit B attached hereto.

3.2 RENT ADJUSTMENTS: Lessee shall pay to Lessor as additional rent a cost of living adjustment computed annually as follows: On July 1 of each year, regardless of the commencement date of the Lease, the monthly rent shall be re-computed.

3.2.1. For the purpose of the adjustment for years two (2) through five (5) of the Initial Term of the Lease, the adjustment shall as set forth in Exhibit "B" attached hereto. The minimum monthly rent payable following an adjustment under the terms of this subsection shall continue at the adjusted level until the next adjustment period.

3.2.2. For the purpose of the adjustment for year five (5) of the Initial Term of the Lease, and for all subsequent odd years until the end of the Lease term, the resulting monthly rent shall be equal to the base rent provided for the current year of the Lease, multiplied

by the ratio of the Bureau of Labor Statistics, Consumer Price Index (CPI), All Urban Consumers, West, all items published by the United States Department of Labor, Statistics (1982-84 = 100 base). If the CPI is changed or discontinued, the most nearly comparable official price index of the United States Government shall be used for computing the foregoing adjustments of minimum rent, after converting the existing index as of the base rate to the new index. The minimum monthly rent payable following an adjustment under the terms of this subsection shall continue at the adjusted level until the next adjustment period or the end of the Lease term, whichever occurs first.

3.3 CHARGE FOR LATE PAYMENT: Lessee hereby acknowledges that the late payment of rent or any other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease. Such costs include, but are not limited to, administrative processing of delinquent notices, increased accounting costs, and loss of interest income. Accordingly, if any payment due to Lessor is not received by Lessor within fifteen (15) days after the due date, a late charge shall be added to the payment. The total sum shall become immediately due and payable to the Lessor. The late charge shall be ten percent (10%) of the unpaid balance. The late charge is in addition to interest as provided in Section 15.4.

3.4 UTILITIES: Lessee acknowledges that Lessor provides utilities to the Premises, which may include but are not limited to, gas, electricity, water, sewer and refuse collection services. For utilities provided to the Premises, Lessee shall pay as additional rent, the sum of \$_____, and shall be paid to Lessor as provided in Section 3.1. This additional rent paid for utilities shall be calculated using the Lessor's electric bills for the previous calendar year and averaging the electric surcharge for each hangar on the South Side Hangars and Lights meter. This newly adjusted surcharge will be applied starting January of each year through December and added to the Lease invoice.

Lessee also agrees to reimburse Lessor for any and all expenses Lessor incurs in modifying existing utilities for Lessee's benefit relating to possession and use of Premises. Lessor shall in no event be liable to Lessee for any interruption in the service of any utility furnished to the Premises howsoever caused, provided that such interruption is not caused by the intentional act or omission of Lessor or its authorized representatives. This Lease shall continue in full force and effect despite any such interruptions.

4. USE OF PREMISES

4.1. Lessee shall use the Premises solely for construction, installation, maintenance and repair of a hangar, storage of aircraft and related parts and equipment. Lessee further agrees any activity, including, but not limited to, repair and maintenance of aircraft in the storage area which violates any laws, rules or regulations, including, but not limited to, any Building or Fire Codes, causes structural or other damage to any property of the Lessor, including on, above and below surfaces, or detracts from a clean and orderly appearance of the Airport or storage space is prohibited.

4.2. Lessee shall provide his or her own lock and key and shall provide a duplicate key to Lessor.

4.3. Any and all commercial activities on the premises are strictly prohibited.

4.4. Lessee agrees to limit all repairs, maintenance, installation or other activity service performed on the aircraft to the extent permitted by the Federal Aviation Administration ("FAA") rules, regulations and requirements.

4.5. Only within the hangar, Lessee shall store and keep airworthy aircraft (those that have a current annual inspection certificate or deemed airworthy by the Airport Manager) or aircraft undergoing repair or construction (as determined so by the Airport Manager) (collectively, the "Aircraft") and parts and equipment directly related to the Aircraft, all of which must be owned or leased by Lessee while located on the Premises.

4.5.1. ASSEMBLY OF AIRCRAFT: If Lessee wishes to assemble an aircraft in a hangar and cannot initially obtain an FAA registration number and/or aircraft liability insurance, Lessee shall provide proof of registration and insurance, within one year of execution of this Lease. Any request for an extension of this one year period shall not be unreasonably refused by Lessor.

5. CONSTRUCTION OF IMPROVEMENTS

Lessee shall construct or cause to be constructed a portable hangar on the Premises within ninety (90) days after the execution of this Lease. The plans and specifications and location of the hangar must be approved in writing by the Director of Parks and Recreation, or designee, before construction begins. Minimum standards for construction of portable hangars are on file at the Tracy Municipal Airport and Development Services located at City Hall. All permits related to the construction of the hangar must be acquired from the City of Tracy prior to the start of any construction. Lessee shall pay for all labor done or materials furnished in the construction, repair, replacement, development, or improvement of the hangar by Lessee, and shall keep Premises and Lessee's possessory interest free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission. All contractors and/or construction personnel must comply with all rules and regulations of every agency having jurisdiction over the Airport. The Contractor, in addition to and not by way of limitation of any other provision in this Lease, shall indemnify, defend, and hold harmless the City of Tracy (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorneys' fees) resulting from or arising out of Lessee's performance of the activities granted by way of this agreement. Any request for an extension of the ninety (90) day time period shall be reviewed by the Lessor. If Lessee commences construction without Lessor's written consent, then Lessee shall be in violation of this Lease, and Lessor, at its sole discretion may terminate this Lease.

6. REGISTRATION OF AIRCRAFT

6.1 AIRCRAFT REGISTRATION INFORMATION: Lessee will store on the Premises only the following aircraft:

Aircraft No. (s)

Aircraft Make/Model(s)

Aircraft Registered Owner (s) (All registered owners of the aircraft must be listed)

Registered Owner (s) Emergency Phone Number (s)

Aircraft Owner (s) Insurance Company/Policy Number(s)

Lessee, or approved sublessee, must be listed as one of the registered owners of the aircraft.

6.2 CHANGES IN AIRCRAFT: Lessee shall provide to Lessor all information set forth in Section 6.1, prior to (i) substitution of the aircraft, (ii) change in the ownership of the aircraft, or (iii) changes of addresses and telephone numbers of Lessee and other registered owner(s) of the aircraft.

7. TAXES

Lessee shall pay, before delinquency, all taxes, assessments, license fees, and other charges which are levied against Premises and Lessee's personal property located on the Premises and which become payable during the term of this Lease. Notice is hereby given that pursuant to California Revenue and Taxation Code Section 107.6, this Lease may create a possessory interest and, in that event, Lessee is hereby obligated to pay any and all real property taxes levied on said possessory interest.

8. HAZARDOUS MATERIALS

Lessee, its agents, employees and contractors, at all times, shall keep the Premises and common areas of the Airport free of non-contained Hazardous Materials to the extent caused by Lessee or its agents, employees or contractors. Lessee may keep, up to five (5) gallons of fuel and shall be stored in approved containers for the appropriate fuel being stored. Storage of more than five (5) gallons of fuel requires review and a permit from the South San Joaquin County Fire Authority. Lessee shall not generate, manufacture, release, or dispose of Hazardous Materials in, on, or about the Premises or the common areas of the Airport.

Lessee acknowledges that it is responsible for compliance during the entire term of the Lease with all federal, state, and local laws, rules, regulations relating to the emission into the air, discharge onto lands and ground and surface waters, storage, use, and disposal of hazardous or toxic materials, substances, and wastes (collectively, "Hazardous Materials"), and all other federal, state, and local environmental laws, rules and regulations applicable to the Premises. Lessee shall not store, use, or dispose of on the Premises or the Airport grounds any Hazardous Materials on the Premises or Airport grounds except in strict compliance with all Environmental Laws.

If Lessee or any of its sublessees causes or contributes to any soil, air, groundwater, surface water, or other environmental contamination (collectively "Environmental Contamination"), or if any Environmental Contamination is attributable to any Hazardous Materials brought onto the Premises or the Airport grounds by Lessee or any of its sublessees, Lessee shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such Environmental Contamination. Prior to undertaking any investigatory or remedial action, however, Lessee shall first obtain Lessor's approval of any proposed investigatory or remedial action. Should Lessee fail at any time to promptly take such action, Lessor may enter the Premises and undertake such action at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for all such expenses within thirty (30) days of being billed for those expenses, and any amount not paid within that thirty (30) day period shall thereafter be deemed delinquent rent.

Lessee further agrees to indemnify, defend, and hold harmless Lessor and its successors in interest for any claims, damages, judgments, awards, penalties or costs arising from any

Hazardous Materials brought to the Premises or Airport on behalf of Lessee or any Hazardous Materials spilled at the Airport by Lessee or Lessee's agents, employees or contractors.

"Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC § 1801 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

9. INDEMNIFICATION

Lessee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Lessor from and against any claims arising out of this Lease or caused in any way by Lessee's use of the Premises or failure to comply with obligations under this Lease, except to the extent caused by the sole, active negligence or willful misconduct of the Lessor.

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

The provisions of this section survive the termination of this Lease, and are not limited by the provisions of Section 11 relating to insurance.

10. INSURANCE

Lessee shall procure and maintain, for the duration of the Lease Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the Lessee's construction, operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee.

10.1 Coverage shall be at least as broad as:

10.1.1 Aviation Liability insurance coverage on a per occurrence basis which insures against all liability of City and its agents arising out of and in connection with Lessee's use of an aircraft associated with this agreement.

10.1.2 Property insurance against all risks of loss to any tenant improvements or betterments.

10.2 Lessee shall maintain limits no less than:

10.2.1 Aircraft/Aviation Liability: \$1,000,000 per occurrence for bodily injury or property damage.

10.2.2 Property Insurance: Full replacement cost with no coinsurance penalty provisions.

10.3 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Lessee shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.4 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its elected officials, officers, agents, employees or volunteers.

10.5 Each insurance policy required under this Lease Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

10.6 Each insurance policy required under this Lease Agreement shall name the City of Tracy as an additional named insured.

10.7 Insurance is to be placed with insurers authorized to do business in the State of California.

10.8 Lessee shall furnish City with original certificates and endorsements effecting coverage required under this Lease Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by City before this Lease commences. Thereafter, insurance certificates and endorsements must be submitted to Lessor annually to show proof of insurance.

11. FORCE MAJEURE

Except as to the payment of rent, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, the elements, acts of God, riots, strikes or lockouts, and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

12. EMINENT DOMAIN

If all or any part of the premises is taken as a result of condemnation proceedings by a public entity other than the City of Tracy, in the lawful exercise of the power of eminent domain, either party hereto may terminate this Lease by providing written notice thereof to the other party, which notice shall be effective thirty (30) days after the date of mailing.

13. RIGHT OF ENTRY

Lessee shall permit Lessor's authorized agents the right and privilege of entering the Premises for the purposes of inspection, determining whether the terms of this Lease are being kept and performed, and posting notices of nonresponsibility. Lessee shall be given twenty-four (24) hours' notice by Lessor of any entry or inspection, except in an emergency.

14. SUBLETTING/ASSIGNMENT/SALE

14.1 Neither this Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, nor shall Premises, or any part thereof, be sublet or sold by Lessee without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. Any such assignment, sublease or sale without such prior written consent of Lessor shall be void. If Lessee attempts to make or allows to be made any subleasing, encumbrance, assignment, sale or other transfer without the prior written consent and approval of Lessor, then any of the foregoing events shall be deemed a breach of the conditions and restrictions of this Lease, and upon such breach, Lessor may, at its option,

terminate this Lease at once by written notice, and upon such termination this Lease shall end and be of no further force.

14.1.1 Unless otherwise agreed to by Lessor, no assignment, even with Lessor's approval, shall relieve Lessee of its obligations under this Lease, and Lessee shall continue to be primarily liable, not as guarantor or surety, to the same extent as though no assignment had been made.

14.1.2 A change of control of Lessee will constitute an assignment. If Lessee is (a) a corporation, the stock of which is not publicly traded over a national exchange, or (b) an unincorporated association, limited liability company, or partnership, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control in such corporation, association, limited liability company, or partnership in the aggregate in excess of fifty percent (50%), whether in one or in multiple transactions, will be deemed an assignment for purposes of this section. Notwithstanding the above, the transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership in the aggregate, whether in one or multiple transactions, such that less than fifty percent (50%) of the stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership remains in the original Lessee, such transfer, assignment, or hypothecation of any stock or ownership interest, or voting control of a corporation, association, limited liability company, or partnership will be deemed an assignment for purposes of this section.

14.2 SUBLEASE: Lessee is permitted to sublease the Premises subject to the following conditions:

14.2.1 Lessee shall use the sublease provisions attached here to as Exhibit "C"

14.2.2 Prior to any occupancy of the Premises by a sublessee, Lessee shall require the sublessee to provide evidence of insurance in accordance with the provisions of Section 10.

14.2.3 Lessee shall provide a copy of the sublease agreement and certificate of sublease insurance to Lessor within thirty (30) days following occupancy of Premises by the sublessee.

14.2.4 All building improvements and alterations constructed on the Premises shall have been approved by City pursuant to Section 5 of this Lease

14.2.3 Lessee shall remain liable under this Lease;

14.2.4 Each sublease shall contain a provision satisfactory to Lessor requiring the sublessee, if Lessor shall so demand, to attorn to Lessor if Lessee defaults under this Lease, and if the sublessee is notified of Lessee's default and instructed to make sublessee's rental payments to Lessor, but Lessor shall have no obligation to recognize the sublessee or to allow any sublessee to remain in possession upon the default of Lessee.

14.2.5 In accordance with federal grant assurance requirements, sublease rental rates are not to exceed established City-owned Airport hangar rental rates for similar sized hangars. The rental rates are set forth in Exhibit B attached hereto.

14.2.6. The term of the sublease agreement shall not exceed the term of this Lease.

14.3 SALE OF HANGAR: Lessee hereby agrees that should Lessee desire to sell the hangar on the Premises, Lessee shall provide the record of bill of sale of the hangar to Lessor, within thirty (30) days of date of sale of hangar.

15. DEFAULT

15.1 LESSEE'S DEFAULT-DEFINITION: The occurrence of any of the following shall constitute a default by Lessee:

- a. Failure to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, charge, or demand herein provided to be paid or caused to be paid by Lessee at all times and in the manner herein provided; or
- b. Failure to complete the construction, repair, restoration or replacement of the hangar and any other improvements in and about the Premises within the times and in the manners herein provided; or
- c. Failure to pay rent when due or any other sum, if the failure continues for fifteen (15) days after said due date; or
- d. Failure to use, maintain, and operate the Premises as herein required, or abandonment of the property; or
- e. Failure to perform any other provision of this Lease, or breach of any other covenant, condition, or restriction of this Lease herein provided to be kept or performed by Lessee.

15.2 NATURE OF NOTICE – LESSEE'S OPPORTUNITY TO CURE: Lessor shall have the right but not the obligation to give written notice to remedy such default. If the default is remedied within thirty (30) days following the date of notice, then this Lease shall continue in full force and effect.

15.3 LESSEE'S DEFAULT – LESSOR'S REMEDIES: If Lessor's default is not remedied within thirty (30) days following the date of notice as provided in Section 15.2 above, then Lessor, may, at its option terminate this Lease, and, in addition to all of the remedies, the Lessor may re-enter and re-lease the Premises, and all improvements shall become the sole property of Lessor. Upon termination, all subleases permitted by this Lease, at the option of Lessor, shall terminate. Such termination shall not waive any remedy available to either party because of such default. In the event of default by the Lessee, Lessor may, in addition to all other remedies available in law or equity, recover all damages proximately resulting from default, including, but not limited to, the cost of recovering the Premises and attorneys' fees.

15.4 INTEREST: In the event that any sum owing hereunder is not paid within thirty (30) days after written notice that such sum is past due, such sum shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

16. NOTICES

Any notice required herein shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties as provided below. Notices shall be deemed served three (3) working days after mailing.

LESSOR:

City of Tracy

Attn: Airport Manager

[Insert address]

LESSEE:

[Insert Lessee information here]

17. ATTORNEYS' FEES

Should any litigation result from any act or omission concerning this Lease or the premises, it is agreed that the prevailing party shall be entitled to attorney's fees and costs in addition to any other damages imposed by law.

18. SURRENDER OF PREMISES

Upon Lease expiration and/or termination, Lessee shall surrender the Premises to Lessor in good condition, excepting ordinary wear and tear. Lessee shall at its expense, return the Premises to their original state with all anchoring devices removed and any pavement breaks repaired.

After expiration or termination of the Lease, Lessor shall have a lien on any improvements in an amount sufficient to pay all expenses necessary for Lessor to return the Premises to their original state.

19. SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of California.

20. NO EXCLUSIVE RIGHT GRANTED

It is understood and agreed that nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC § 1349a).

21. NON-DISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

22. INTERFERENCE WITH OPERATIONS

The Lessee, by accepting this Lease, agrees for itself, its successors, and its assigns that it will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a physical, electronic, or otherwise, including wildlife attractants. If this covenant is breached, the Lessor reserves the right to enter the Premises and cause the abatement of such interference at Lessee's expense.

23. MISCELLANEOUS PROVISIONS

23.1 LESSOR WARRANTIES: Lessor covenants and warrants that:

- a. It has lawful title and right to make this Lease;
- b. It will, subject to the provisions of the Lease, maintain Lessee in full and exclusive possession of the premises; and
- c. If Lessee shall perform all the agreements, covenants, and conditions required by this Lease, Lessee may freely, peaceably, and quietly occupy and enjoy the premises without interference of any person.

23.2 TIME IS OF THE ESSENCE: Time is of the essence of each provision of this Lease. Any reference in this Lease to "days" shall mean calendar days unless specifically noted to the contrary.

23.3 SUCCESSORS AND ASSIGNS: This Lease shall be binding on and inure to the benefit of the parties, their successors, and assignees.

23.4 APPLICABLE LAWS: This Lease shall be construed and interpreted in accordance with the laws of the State of California.

23.5. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Lease

23.6 MECHANICS LIENS: Lessee shall keep the Leasehold free from any and all mechanics liens.

23.7 MODIFICATION: This Lease cannot be amended or modified except by a written instrument signed by both parties.

23.8 CAPTIONS: The captions of this Lease shall have no effect on the interpretation of this Lease.

23.9 SEVERABILITY: The unenforceability, invalidity or illegality of any provision herein shall not render the other provisions unenforceable, invalid, or illegal.

23.10 WAIVER: Waiver of any provisions herein governing the use of the Premises shall not be permanent unless executed in writing and signed by both parties.

23.11 ENTIRE AGREEMENT: This Lease and the attached Exhibit(s) comprise the entire integrated understanding between the Parties concerning each party's rights and obligations. This Lease supersedes all prior negotiations, representations or agreements. All exhibit(s) attached hereto are incorporated by reference herein.

The individuals executing this Lease represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Lease.

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

Lessor

By: _____

Title: City Manager

Date: _____

Lessor

By: _____

Title: _____

Date: _____

Attest:

By: _____

City Clerk

By: _____

Title: _____

Date: _____

Approved as to form

By: _____

City Attorney

EXHIBIT A
Description of Premises

EXHIBIT B Description of Rental Rates

2020

<u>AR Type</u>	<u>Size</u>	<u>Current Lease \$</u>	<u>Cost/Sq. Ft.</u>	<u>New Lease \$</u>
AP 31 (11)	1724 ft ²	\$84.92	0.055	\$94.82
AP 32 (6)	1530 ft ²	\$74.52	0.055	\$84.15
AP 33 (8)	984 ft ²	\$54.19	0.055	\$54.19

2021

<u>AR Type</u>	<u>Size</u>	<u>Current Lease \$</u>	<u>Cost/Sq. Ft.</u>	<u>New Lease \$</u>
AP 31 (11)	1724 ft ²	\$94.82	0.06	\$103.44
AP 32 (6)	1530 ft ²	\$84.15	0.06	\$91.80
AP 33 (8)	984 ft ²	\$54.19	0.06	\$59.04

2022

<u>AR Type</u>	<u>Size</u>	<u>Current Lease \$</u>	<u>Cost/Sq. Ft.</u>	<u>New Lease \$</u>
AP 31 (11)	1724 ft ²	\$103.44	0.065	\$112.06
AP 32 (6)	1530 ft ²	\$91.80	0.065	\$99.45
AP 33 (8)	984 ft ²	\$59.04	0.065	\$63.96

2023

<u>AR Type</u>	<u>Size</u>	<u>Current Lease \$</u>	<u>Cost/Sq. Ft.</u>	<u>New Lease \$</u>
AP 31 (11)	1724 ft ²	\$112.06	0.07	\$120.68
AP 32 (6)	1530 ft ²	\$99.45	0.07	\$107.10
AP 33 (8)	984 ft ²	\$63.96	0.07	\$68.88

2025

<u>AR Type</u>	<u>Current Lease \$</u>		
AP 31 (11)	\$120.68	CPI index	New Base rent
AP 32 (6)	\$107.10	CPI index	New Base rent
AP 33 (8)	\$68.88	CPI index	New Base rent

2027 and all subsequent odd years

<u>AR Type</u>	<u>Current Lease \$</u>		
AP 31 (11)	New base rent	CPI Index	New base rent
AP 32 (6)	New base rent	CPI Index	New base rent
AP 33 (8)	New base rent	CPI Index	New base rent

EXHIBIT " _____ "

REQUIRED SUBLEASE PROVISIONS

The Sub lessor may draft its own Sublease form. The material provisions of the following paragraphs must appear in the Sublease. Paragraphs marked with an asterisk (*) must be used verbatim. The Sublease must be submitted to the Lessor prior to occupancy by Sublessee.

1. Parties. This Sublease is entered into by and between _____ ("Sublessor") and _____ ("Sublessee") as a Sublease under the master lease ("Master Lease") dated _____, 20____, also known as City of Tracy Ground Lease Agreement for Privately Owned Hangar and Aircraft Storage. Sublessor, under this Sublease, is Lessee, and City of Tracy is Lessor, under the Master Lease.
2. Premises. Sublessor leases to Sublessee and Sublessee hires the following Premises described in Exhibit A attached hereto and incorporated herein, hereinafter referred to as the "Premises," property located at hangar space # _____.
3. Term. The term of this Sublease Agreement shall be for _____, commencing _____, 20____, and terminating _____, 20____, unless sooner terminated as provided herein. (NOTE: The term of the Sublease Agreement shall in no way exceed the term provided in the Master Lease.)
4. Rent. Subessee shall pay to Sublessor, as rent, the sum of \$ _____ per month on the first day of each month for which it is due, beginning on the date term commences and continuing during the term. The rent is calculated as _____ per square foot with the square footage of hangar being _____. Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rate for each day. All rent shall be paid to Sublessor at the address to which notices to Subessor are given. Lease rates are set by resolution of the City of Tracy City Council. The rental rates are set forth in Exhibit "B" attached to the Master Lease.

* Fair Market Value: In accordance with federal grant assurance requirements, sublease rental rates are not to exceed established City-owned Airport hangar rental rates for similar sized hangars. The established rental rates are referenced on the Airports webpage on the City of Tracy website.

5. * Use of Premises.
 - 5.1. Sublessee shall use the Premises solely for construction, installation, maintenance and repair of a hangar, storage of aircraft and related parts and equipment. Sublessee further agrees any activity, including, but not limited to, repair and maintenance of aircraft in the storage area which violates any laws, rules or regulations, including, but not limited to, any Building or Fire Codes, causes structural or other damage to any

property of the City of Tracy, including on, above and below surfaces, or detracts from a clean and orderly appearance of the Airport or storage space is prohibited.

5.2. Any and all commercial activities on the premises are strictly prohibited.

5.3. Sublessee agrees to limit all repairs, maintenance, installation or other activity service performed on the aircraft to the extent permitted by the Federal Aviation Administration ("FAA") rules, regulations and requirements.

5.4. Only within the hangar, Sublessee shall store and keep airworthy aircraft (those that have a current annual inspection certificate or deemed airworthy by the Airport Manager) or aircraft undergoing repair or construction (as determined so by the Airport Manager) (collectively, the "Aircraft") and parts and equipment directly related to the Aircraft, all of which must be owned or leased by Sublessee while located on the Premises.

6. * Construction of Improvements.

Any alteration or construction of improvements on the Premises shall be subject to approval by the City of Tracy. The plans and specifications and location of the improvements must be approved in writing by the Director of Parks and Recreation before construction begins. Minimum standards for construction of portable hangars are on file at the Tracy Municipal Airport and Development Services located at City Hall. All permits related to the construction of the improvements must be acquired from the City of Tracy prior to the start of any construction. Sublessee shall pay for all labor done or materials furnished in the construction, repair, replacement, development, or improvement of the hangar by Sublessee, and shall keep Premises and Sublessee's possessory interest free and clear of any lien or encumbrance of any kind whatsoever created by Sublessee's act or omission. All contractors and/or construction personnel must comply with all rules and regulations of every agency having jurisdiction over the Airport. The Contractor, in addition to and not by way of limitation of any other provision in this Sublease, shall indemnify, defend, and hold harmless the City of Tracy (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorneys' fees) resulting from or arising out of Sublessee's performance of the activities granted by way of this agreement. If Sublessee commences construction without City of Tracy's written consent, then Sublessee shall be in violation of this Sublease.

7. * Indemnification.

Sublessee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City of Tracy from and against any claims arising out of this Sublease or caused in any way by Sublessee's use of the Premises or failure to comply with obligations under this Sublease, except to the extent caused by the sole, active negligence or willful misconduct of the City of Tracy.

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

The provisions of this section survive the termination of this Sublease, and are not limited because of the acceptance by the City of Tracy, or the deposit with the City of Tracy by Sublessee, of any of the insurance policies required by this Sublease.

8. Insurance.

Sublessee agrees to provide Sublessor with a Certificate of Public Liability and Property Damage Insurance meeting the insurance requirements of the Master Lease.

9. *Provisions Constituting Sublease.

This Sublease is subject to all of the terms and conditions of the Master Lease. Sublessee shall not commit or permit to be committed on the Premises any act or omission which shall violate any term or condition of the Master Lease. If Lessee defaults under the Master Lease and if Sublessee is notified of Lessee's default, and if Lessor shall so demand, Sublessee shall attorn to Lessor. Sublessee shall make Sublessee's rental payments to Lessor. Notwithstanding the foregoing, Lessor shall have no obligation to recognize the Sublessee or to allow any Sublessee to remain in possession upon the default of Lessee under the Master Lease. In the event of termination of Sublessor's interest as Lessee under the Master Lease for any reason, then this Sublease shall terminate coincidentally therewith without any liability of Sublessor or City of Tracy to Sublessee.

10. *Subordination.

This Sublease shall be subordinate to the provisions of any existing or future agreement between the City of Tracy and the United States or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this Sublease may be amended to include provisions required by those agreements with the United States or the State of California.

11. *No Exclusive Right Granted.

It is understood and agreed that nothing in this Sublease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 USC § 1349a).

12. *Non-Discrimination.

Sublessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Sublessee will use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

13. *Interference with Operations.

The Sublessee, by accepting this Sublease, agrees for itself, its successors, and its assigns that it will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft or otherwise constitute a physical, electronic, or otherwise, including wildlife attractants. If this covenant is breached, the City of Tracy and/or Sublessor reserves the right to enter the Premises and cause the abatement of such interference at Sublessee's expense.

14. *Right of Entry.

Sublessee shall permit City of Tracy's authorized agents the right and privilege of entering the Premises for the purposes of inspection, determining whether the terms of the Master Lease are being kept and performed, and posting notices of nonresponsibility. Sublessee shall be given twenty-four (24) hours' notice by City of Tracy of any entry or inspection, except in an emergency.

RESOLUTION _____

APPROVING THE NEW GROUND LEASE AGREEMENT WITH CORRESPONDING INCREASES IN GROUND LEASE RENTAL RATES AS STATED IN THE NEW AGREEMENT AND THE ADDITION OF AN ELECTRIC SURCHARGE FOR PRIVATELY-OWNED HANGARS AT TRACY MUNICIPAL AIRPORT EFFECTIVE APRIL 1, 2020

WHEREAS, The City of Tracy ("City") has 25 ground lease agreements with Lessees that have privately owned hangars at the Tracy Municipal Airport, and

WHEREAS, Those ground leases have expired and the owners of privately owned hangars are on a month to month tenancy in the interim, and

WHEREAS, The new ground lease agreement details the automatic increase of annual lease rates putting it in line with market rates, among other key provisions and

WHEREAS, The Tracy Municipal Airport, through the new ground lease agreement, now requires all ground lease holders to pay an electric surcharge, as additional rent to the City's for its costs of providing electricity to the hangars;

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby approves the new ground lease agreement with corresponding increases in ground lease rental rates as stated in the new agreement, and the addition of an electric surcharge, as additional rent, for privately-owned hangars at Tracy Municipal Airport effective April 1, 2020.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

ACCEPT OFFSITE IMPROVEMENTS FOR THE CORDES RANCH PHASE 1A OFFSITE WATERLINE IMPROVEMENTS ON OLD SCHULTE ROAD, HANSEN ROAD, AND ROAD "E"; ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR; APPROVE THE ACCESS AND MAINTENANCE EASEMENT AGREEMENTS; AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS

EXECUTIVE SUMMARY

Prologis L.P., a Delaware limited partnership (Developer), has completed construction of offsite waterline improvements on Old Schulte Road, Hansen Road, and Road E (also known as Hood Way) that were necessary for the business operation of the Federal Express Ground Facility within the Cordes Ranch Business Park (now known as "International Park of Commerce"). Developer has completed the improvements in accordance with the Offsite Improvement Agreement approved by City Council. Staff recommends that City Council accept the improvements as complete and authorize the City Engineer to release the Developer's payment and performance bonds.

DISCUSSION

The City Council approved an Offsite Improvement Agreement (Agreement) on October 21, 2014 by Resolution No. 2014-177 with Developer for construction of offsite waterline improvements on Old Schulte Road, Hansen Road, and Road E (also known as Hood Way) that were necessary for the business operation of the Federal Express Ground Facility within the Cordes Ranch Business Park (now known as "International Park of Commerce").

The offsite improvements include certain water lines on Old Schulte Road, Hansen Road, and Road E, described more fully in Plans and Specifications prepared by Kier & Wright, Civil Engineers & Surveyors, Inc. of Livermore, California, and entitled "Cordes Ranch - Phase 1A, Improvement Plans for 24" and 16" Waterlines from Old Schulte Road to the Water Tank Site" (9 sheets). The Plans and Specifications were approved by the City Engineer.

Developer has completed all the work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement, City plans and specifications.

The water main infrastructure improvements under this Agreement are essential in the operation of a new 2.0 million gallon water tank and 6.48 mgd booster station, constructed by Developer under a separate Offsite Improvement Agreement with the City. A portion of the water main improvements under this Agreement are outside of

current City right of way. The necessary right of way fee dedications to the City will be made by Developer upon City acceptance of Phase 1A roadway improvements, also constructed by Developer under separate agreement with the City. The Phase 1A improvements, while substantially complete, will not be accepted by the City until such time as a Community Facilities District is formed to create maintenance funding. Developer has agreed to dedicate public access and maintenance easements for the water infrastructure improvements under this Agreement until such time as fee dedication of right of way is made. Necessary access and maintenance easements and agreements are included in Attachments B and C.

Public infrastructure improvements covered under the Agreement include both Program and Non-Program improvements. The estimated cost of the improvements is as follows:

24" DIP Water Main (Hansen Road)	\$742, 203	(Program)
24" DIP Water Main (Old Schulte Road)	\$167, 958	(Program)
Total Program Improvements	\$910,161	
16" Water Main (Hansen Road)	\$669,369	(Non-Program)
Total Non-Program Improvements	\$669,369	

All improvements are covered by a one-year warranty bond.

FISCAL IMPACT

The Developer, in accordance with the Offsite Improvement Agreement, completed all improvements. The infrastructure improvements cost of \$1,579,530 will be included in the City of Tracy asset of Water Enterprise Fund 511. The ongoing maintenance will be budgeted in the Public Works operating budget; there is sufficient funds to meet this expense.

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 City Council, by resolution, accept improvements associated with Cordes Ranch Phase 1A Offsite waterline Improvements; assume responsibility for their future maintenance and repair; approve necessary access and maintenance easement agreements; authorize the City Clerk to file notice of completion with San Joaquin County recorder office; and authorize the City Engineer to release the bonds.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

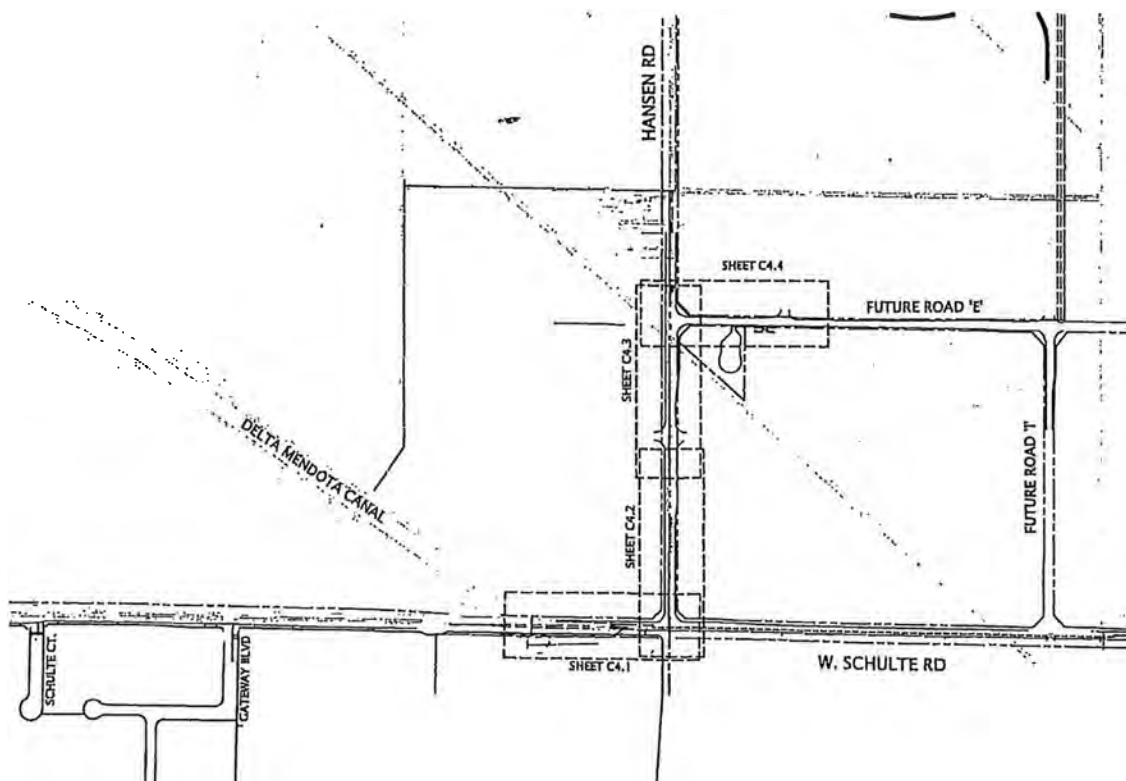
ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Grant of Easement and Agreement – Schulte and Hansen Roads

Attachment C – Grant of Easement and Agreement – Hood Way

CORDES RANCH – PHASE 1A
IMPROVEMENT PLANS FOR
24" & 16" WATERLINES
FROM OLD SCHULTE TO WATER TANK SITE
CITY OF TRACY **CALIFORNIA**



KEY MAP
SCALE: 1" = 500'



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF TRACY
333 Civic Center Plaza
Tracy, California, 95376
Attn: City Clerk

(Space Above this Line is for Recorder's Use Only)

This Grant of Easement and Agreement is recorded at the request and for the benefit of the City of Tracy and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

GRANT OF EASEMENT AND AGREEMENT
(Schulte and Hansen Roads Water Line Easement)

This GRANT OF EASEMENT AND AGREEMENT (this "Easement Agreement") is entered into this ____ day of _____, 20____, by and between Prologis, L.P., a Delaware limited partnership (the "Owner"), and the CITY OF TRACY, a California municipal corporation ("City").

RECITALS

A. Owner is the owner in fee of that certain real property located in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to that certain Offsite Improvement Agreement, dated October 21, 2014, between the Owner and City (the "Offsite Improvement Agreement"), Owner has constructed and installed twenty-four inch (24") and sixteen inch (16") diameter water lines and other equipment, apparatus, fixtures and appliances associated therewith (the "Water Lines") within the Property, which are connected to a nearby water tank (the "Water Tank"), also constructed by Owner pursuant to another Offsite Improvement Agreement, dated February 3, 2015. Owner hereby grants City this easement across the Property for the purpose of maintaining, repairing, improving, operating, and replacing the Water Lines, until such time as the Easement Area (as defined below) is dedicated to the City.

C. City and Owner desire to enter into this Easement Agreement to provide for the grant by Owner to City of an easement on, over, across, and through portions of the Property to enable City to reconstruct, maintain, repair, improve, operate, and replace the Water Lines therein, and providing City the right of reasonable access, ingress, and egress across the Property, to and from the Water Lines, for such purposes.

D. City and Owner acknowledge and agree that the Water Lines are located in a private street which will ultimately be dedicated to the City in fee simple for use as a public street.

A G R E E M E N T

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, City and Owner hereby agree as follows:

1. Grant of Easement. Owner hereby grants to City, its successors and assigns, a permanent, non-exclusive, easement in perpetuity on, over, across, and through the portion of the Property described in Exhibit "B-1" attached hereto and depicted on Exhibit B-2 attached hereto (the "Easement Area") for the purpose of maintaining, repairing, improving, operating, and replacing the Water Lines therein, and providing City the right of reasonable access, ingress, and egress across the Property, to and from the Water Lines, for such purposes.

2. Owner's Use of Easement Area. The rights and obligations of Owner with respect to the use of the Easement Area shall be as set forth in this Section 2. In the event of any inconsistency between the provisions of this Section 2 and the provisions set forth in any other agreement or document with regard to the Owner's use of the Easement Area, the provisions of this Section 2 shall control. Owner and the City acknowledge that the Easement Area is located in a private street which was constructed pursuant to plans and specifications approved by the City, which street will be conveyed to the City in the future at which time the street will become a public street. Until the street is conveyed to the City, Owner shall have the right to use the surface of the land within the boundaries of the Easement Area as a street.

3. Indemnity. City shall indemnify, defend, and hold harmless Owner from and against any and all claims, liabilities, and losses which Owner may sustain, incur, or be liable for arising out of City's use or activities on the Property in connection with the reconstruction, repair, replacement, improvement, operation or maintenance of the Water Lines, except those which arise out of the negligent acts or omissions or willful misconduct of Owner, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by Owner. Owner shall indemnify, defend, and hold harmless City from and against any and all claims, liabilities, and losses which City may sustain, incur, or be liable for arising out of Owner's use of the Easement Area, except those which arise out of the negligent acts or omissions or willful misconduct of City, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by City. The foregoing indemnity from Owner shall expressly exclude liability arising from any vehicular or traffic-related damages to property or injury to persons, including death, unless such liabilities are caused by the Owner's activities, in the Easement Area of the private street.

4. Miscellaneous.

4.1 Covenants Run With the Land. The covenants contained in this Easement Agreement shall be covenants running with the land comprising the Property, and shall bind every person having any interest in the Property. Upon the City's acquisition of the portion of the

Property which is the private street, the easement granted herein for the Water Lines shall merge with the fee interest of such street, and the easement shall be of no further force and effect.

4.2 Entire Agreement, Waivers, and Amendments. This Easement Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous discussions, negotiations, and agreements between the parties relating thereto. All waivers of the provisions of this Easement Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations of this Easement Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Easement Agreement. This Easement Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by City, or its successors or assigns, and Owner, or its successors or assigns, and duly recorded in the Office of the San Joaquin County Recorder.

4.3 Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.4 Severability. The invalidity or unenforceability of any provision of this Easement Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to the other party or to a different set of circumstances.

4.5 Notices. Any notice to be given under this Easement Agreement shall be given by personal delivery, by depositing the same in the United States Mail, certified or registered, postage prepaid, or by depositing the same with Federal Express or another reputable overnight delivery service, at the following address:

City:	City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer
Owner:	Prologis, L.P. 1800 Wazee Street, Suite 500 Denver, CO 80202 Attn: General Counsel

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any notice given by overnight delivery service shall be effective twenty-four hours after deposit with such service. Any party may change its address for notice by giving written notice of such change to the other party.

4.6 Remedies. In any judicial proceeding or arbitration or other action (collectively, "Action") between City and Owner seeking enforcement of any of the terms and provisions of this Easement Agreement, the parties' remedies shall be limited to specific

enforcement of the terms of this Easement Agreement, and in no event shall either party seek or be entitled to money damages for an asserted breach of this Easement Agreement.

4.7 Authority. The persons executing this Easement Agreement on behalf of the parties hereto warrant and represent that they are duly authorized to execute and deliver this Easement Agreement on behalf of such party, and by so executing this Easement Agreement, said party is formally bound to the provisions of this Easement Agreement.

4.8 Counterparts. This Easement Agreement may be executed in counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, City and Owner have executed this Easement Agreement as of the date first written above.

[Signature appears on next page]

“OWNER”

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By: 
Name: ALIREZA HARANDI
Title: VP, INVESTMENT OFFICER

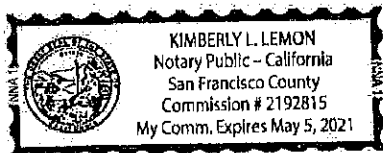
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of San Francisco)
 On January 16, 2020 before me, Kimberly L. Lemon, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Aliceza Harandi
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement & Agmt Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

"CITY"

CITY OF TRACY, a California
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Leticia M. Ramirez
City Attorney

[SEAL]

NOTARY ACKNOWLEDGMENT

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 _____)

On _____, before me, _____, a
Notary Public, personally appeared _____ 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 of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

ADJUSTED PARCEL B AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LLA NO. MS16-0002, AS EVIDENCED BY DOCUMENT RECORDED APRIL 19, 2016 AS INSTRUMENT NO. 2016-044280 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY SITUATE IN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE & MERIDIAN, CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF NEW PARCEL A AND NEW PARCEL B, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 30, 2015 AS INSTRUMENT NO. 2015-156926, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

EXCEPTING THEREFROM THAT PORTION OF NEW PARCEL A WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MOUNTAIN HOUSE PARKWAY WITH THE SOUTHERLY LINE OF THE DELTA MENDOTA CANAL, AS DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 1065, PAGE 227, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE SOUTHEASTERLY ALONG THE GENERAL SOUTHERLY LINE SAID CANAL (1065-OR-227) THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 88° 42' 26" EAST, 139.42 FEET,
- 2) SOUTH 43° 41' 00" EAST, 68.12 FEET,
- 3) SOUTH 43° 29' 54" EAST, 723.19 FEET, AND
- 4) SOUTH 63° 34' 54" EAST, 447.13 FEET;

THENCE, LEAVING THE SOUTHERLY LINE OF SAID CANAL (1065-OR-227), SOUTH 0° 19' 26" WEST, 1678.99 FEET;

THENCE SOUTH 88° 51' 43" EAST, 281.94 FEET;

THENCE SOUTH 01° 07' 22" WEST, 180.21 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SCHULTE ROAD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 88° 46' 13" WEST, 1300.86 FEET;

THENCE NORTH 45° 26' 17" WEST, 94.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MOUNTAIN HOUSE PARKWAY;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 00° 19' 36" EAST, 236.97 FEET,
- 2) NORTH 07° 45' 55" EAST, 74.72 FEET,

3) NORTH 00° 18' 01" EAST, 252.63 FEET,

4) NORTH 05° 05' 51" WEST, 100.45 FEET, AND

5) NORTH 00° 19' 29" EAST, 1882.66 FEET TO THE POINT OF BEGINNING.

For conveyancing purposes only: APN(S) 209-120-09 & 209-120-10

EXHIBIT "B-1"
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT 'B-1'
SCHULTE ROAD AND HANSEN ROAD
WATER LINE AND ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL B AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT RECORDED APRIL 19, 2016 AS INSTRUMENT NO. 2016-044280, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 27, ALSO BEING THE SOUTHEAST CORNER OF SAID ADJUSTED PARCEL B;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 27, NORTH 88° 49' 37" WEST, 1006.99 FEET TO A POINT ON THE EASTERLY LINE OF THE DELTA MENDOTA CANAL;

THENCE ALONG SAID EASTERLY LINE, NORTH 22° 40' 54" WEST, 68.02 FEET;

THENCE SOUTH 88° 16' 45" EAST, 492.95 FEET;

THENCE SOUTH 88° 49' 37" EAST, 440.37 FEET;

THENCE NORTH 45° 46' 27" EAST, 56.03 FEET;

THENCE NORTH 00° 22' 32" EAST, 249.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 314.18 FEET, FROM WHICH THE CENTER BEARS N 89° 37' 33" W, THROUGH A CENTRAL ANGLE OF 07° 51' 57", FOR AN ARC LENGTH OF 43.13 FEET;

THENCE NORTH 08° 12' 16" EAST, 40.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 270.28 FEET, FROM WHICH THE CENTER BEARS SOUTH 81° 45' 32" EAST, THROUGH A CENTRAL ANGLE OF 07° 51' 57", FOR AN ARC LENGTH OF 37.11 FEET;

THENCE NORTH 00° 22' 32" EAST, 1427.82 FEET;

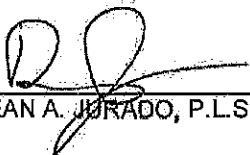
THENCE SOUTH 89° 37' 28" EAST, 49.50 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 27;

THENCE ALONG SAID EAST LINE, SOUTH 00° 22' 32" WEST, 1895.78 FEET TO **THE POINT OF BEGINNING**;

CONTAINING 155,400 SQUARE FEET OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


DEAN A. JURADO, P.L.S. 9032

1-15-20
DATE

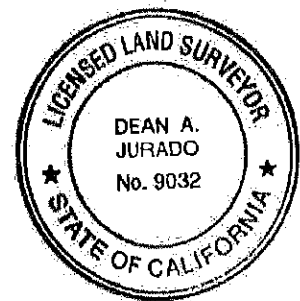


EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA

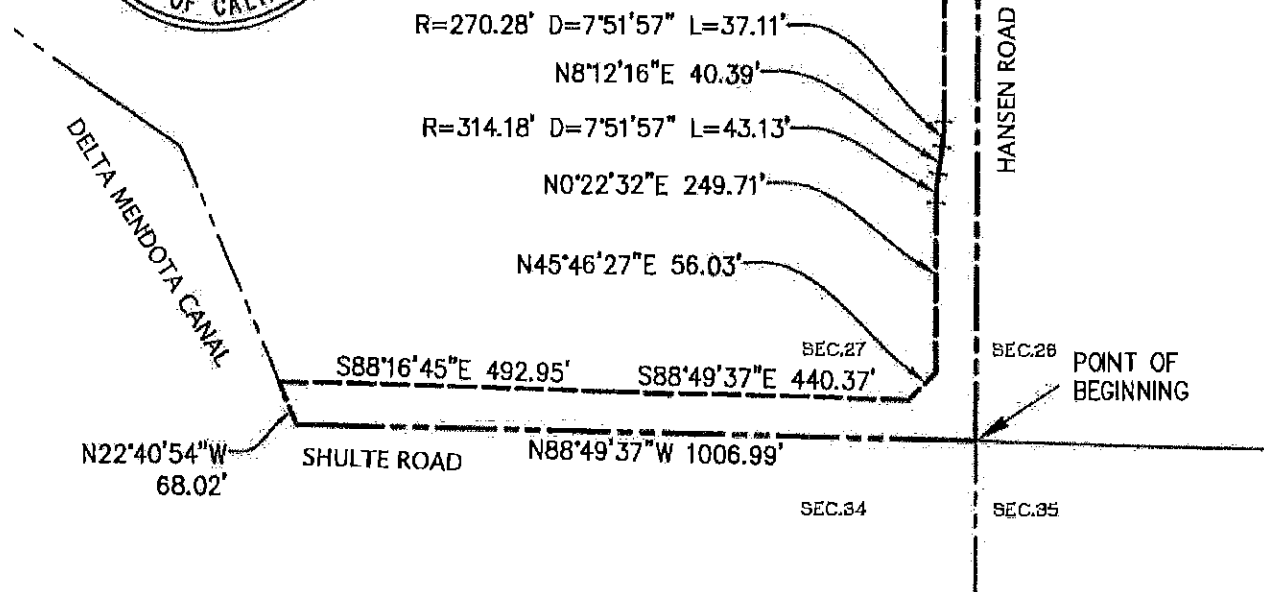


0 125' 250' 500'
Scale 1" = 250'

ADJUSTED PARCEL B
2016-044280 O.R.



ACCESS EASEMENT
149,009± S.F.
(3.4208± AC)



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B-2"
ACCESS EASEMENT

TRACY,

CALIFORNIA

DATE	OCT. 2019
SCALE	1" = 250'
BY	RJH
JOB NO.	A09500-116
SHEET	1 OF 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF TRACY
333 Civic Center Plaza
Tracy, California, 95376
Attn: City Clerk

(Space Above this Line is for Recorder's Use Only)

This Grant of Easement and Agreement is recorded at the request and for the benefit of the City of Tracy and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

GRANT OF EASEMENT AND AGREEMENT
(Hood Way Water Line Easement)

This GRANT OF EASEMENT AND AGREEMENT (this "Easement Agreement") is entered into this ____ day of _____, 20____, by and between Prologis, L.P., a Delaware limited partnership (the "Owner"), and the CITY OF TRACY, a California municipal corporation ("City").

R E C I T A L S

A. Owner is the owner in fee of that certain real property located in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to that certain Offsite Improvement Agreement, dated October 21, 2014, between the Owner and City (the "Offsite Improvement Agreement"), Owner has constructed and installed twenty-four inch (24") and sixteen inch (16") diameter water lines and other equipment, apparatus, fixtures and appliances associated therewith (the "Water Lines") within the Property, which are connected to a nearby water tank (the "Water Tank"), also constructed by Owner pursuant to another Offsite Improvement Agreement, dated February 3, 2015. Owner hereby grants City this easement across the Property for the purpose of maintaining, repairing, improving, operating, and replacing the Water Lines, until such time as the Easement Area (as defined below) is dedicated to the City.

C. City and Owner desire to enter into this Easement Agreement to provide for the grant by Owner to City of an easement on, over, across, and through portions of the Property to enable City to reconstruct, maintain, repair, improve, operate, and replace the Water Lines therein, and providing City the right of reasonable access, ingress, and egress across the Property, to and from the Water Lines, for such purposes.

D. City and Owner acknowledge and agree that the Water Lines are located in a private street which will ultimately be dedicated to the City in fee simple for use as a public street.

A G R E E M E N T

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, City and Owner hereby agree as follows:

1. Grant of Easement. Owner hereby grants to City, its successors and assigns, a permanent, non-exclusive, easement in perpetuity on, over, across, and through the portion of the Property described in Exhibit "B-1" attached hereto and depicted on Exhibit "B-2" attached hereto (the "Easement Area") for the purpose of maintaining, repairing, improving, operating, and replacing the Water Lines therein, and providing City the right of reasonable access, ingress, and egress across the Property, to and from the Water Lines, for such purposes.

2. Owner's Use of Easement Area. The rights and obligations of Owner with respect to the use of the Easement Area shall be as set forth in this Section 2. In the event of any inconsistency between the provisions of this Section 2 and the provisions set forth in any other agreement or document with regard to the Owner's use of the Easement Area, the provisions of this Section 2 shall control. Owner and the City acknowledge that the Easement Area is located in a private street which was constructed pursuant to plans and specifications approved by the City, which street will be conveyed to the City in the future at which time the street will become a public street. Until the street is conveyed to the City, Owner shall have the right to use the surface of the land within the boundaries of the Easement Area as a street.

3. Indemnity. City shall indemnify, defend, and hold harmless Owner from and against any and all claims, liabilities, and losses which Owner may sustain, incur, or be liable for arising out of City's use or activities on the Property in connection with the reconstruction, repair, replacement, improvement, operation or maintenance of the Water Lines, except those which arise out of the negligent acts or omissions or willful misconduct of Owner, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by Owner. Owner shall indemnify, defend, and hold harmless City from and against any and all claims, liabilities, and losses which City may sustain, incur, or be liable for arising out of Owner's use of the Easement Area, except those which arise out of the negligent acts or omissions or willful misconduct of City, or its employees, agents, lessees or permittees, or any default or breach of this Easement Agreement by City. The foregoing indemnity from Owner shall expressly exclude liability arising from any vehicular or traffic-related damages to property or injury to persons, including death, unless such liabilities are caused by the Owner's activities, in the Easement Area of the private street.

4. Miscellaneous.

4.1 Covenants Run With the Land. The covenants contained in this Easement Agreement shall be covenants running with the land comprising the Property, and shall bind every person having any interest in the Property. Upon the City's acquisition of the portion of the

Property which is the private street, the easement granted herein for the Water Lines shall merge with the fee interest of such street, and the easement shall be of no further force and effect.

4.2 Entire Agreement, Waivers, and Amendments. This Easement Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous discussions, negotiations, and agreements between the parties relating thereto. All waivers of the provisions of this Easement Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or obligations of this Easement Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Easement Agreement. This Easement Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by City, or its successors or assigns, and Owner, or its successors or assigns, and duly recorded in the Office of the San Joaquin County Recorder.

4.3 Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.4 Severability. The invalidity or unenforceability of any provision of this Easement Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to the other party or to a different set of circumstances.

4.5 Notices. Any notice to be given under this Easement Agreement shall be given by personal delivery, by depositing the same in the United States Mail, certified or registered, postage prepaid, or by depositing the same with Federal Express or another reputable overnight delivery service, at the following address:

City:	City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer
Owner:	Prologis, L.P. 1800 Wazee Street, Suite 500 Denver, CO 80202 Attn: General Counsel

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any notice given by overnight delivery service shall be effective twenty-four hours after deposit with such service. Any party may change its address for notice by giving written notice of such change to the other party.

4.6 Remedies. In any judicial proceeding or arbitration or other action (collectively, "Action") between City and Owner seeking enforcement of any of the terms and provisions of this Easement Agreement, the parties' remedies shall be limited to specific

enforcement of the terms of this Easement Agreement, and in no event shall either party seek or be entitled to money damages for an asserted breach of this Easement Agreement.

4.7 Authority. The persons executing this Easement Agreement on behalf of the parties hereto warrant and represent that they are duly authorized to execute and deliver this Easement Agreement on behalf of such party, and by so executing this Easement Agreement, said party is formally bound to the provisions of this Easement Agreement.

4.8 Counterparts. This Easement Agreement may be executed in counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, City and Owner have executed this Easement Agreement as of the date first written above.

[Signature appears on next page]

“OWNER”

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By: 
Name: ALIREZA HAYZANDI
Title: VP, INVESTMENT OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

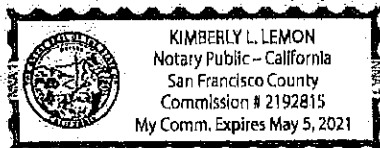
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On January 16, 2020 before me, Kimberly L. Lemon, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Aliceza Harandi
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Easement & Agmt Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

"CITY"

CITY OF TRACY, a California
municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Leticia M. Ramirez
City Attorney

[SEAL]

NOTARY ACKNOWLEDGMENT

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 _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ 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 of Notary

(Affix seal here)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Hood Way Water Line
Easement

The Land referred to herein below is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

PARCEL 1:

ADJUSTED PARCEL 2 AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT LLA NO. MS17-0009, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 03, 2017 AS INSTRUMENT NO. 2017-128772 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF "PARCEL C" AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 31, 2012 AS INSTRUMENT NO. 2012-175018, TOGETHER WITH A PORTION OF "ADJUSTED PARCEL 2" AS DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS, SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, SITUATED IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00° 22' 49" WEST, 1053.52 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING LAST SAID LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 89° 37' 11" EAST, 49.50 FEET,
- 2) SOUTH 44° 13' 39" EAST, 87.95 FEET,
- 3) SOUTH 88° 50' 06" EAST, 2254.87 FEET,
- 4) NORTH 46° 10' 03" EAST, 84.16 FEET, AND
- 5) NORTH 1° 09' 54" EAST, 867.79 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE WESTSIDE IRRIGATION UPPER MAIN CANAL,

THENCE ALONG SAID SOUTHWESTERLY LINE, THE FOLLOWING TEN (10) COURSES:

- 1) SOUTH 44° 40' 37" EAST, 108.58 FEET,
- 2) SOUTH 49° 34' 40" EAST, 167.00 FEET,
- 3) SOUTH 00° 22' 24" WEST, 6.53 FEET,
- 4) SOUTH 49° 34' 40" EAST, 112.46 FEET,
- 5) SOUTH 38° 24' 40" EAST, 882.28 FEET,
- 6) SOUTH 33° 50' 40" EAST, 409.59 FEET,
- 7) SOUTH 51° 59' 10" EAST, 316.69 FEET,

East of Hansen Road (Hood page 1)

8) SOUTH 82° 03' 10" EAST, 346.27 FEET,

9) SOUTH 63° 46' 10" EAST, 178.59 FEET, AND

10) SOUTH 50° 28' 40" EAST, 1312.07 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 26, THENCE ALONG SAID EAST LINE, SOUTH 00° 24' 44" WEST, 2712.94 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 26, THE FOLLOWING TWO (2) COURSES:

1) NORTH 88° 49' 20" WEST, 2639.73 FEET, AND

2) NORTH 88° 36' 10" WEST, 2643.63 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SECTION 26, NORTH 00° 22' 32" EAST, 616.60 FEET;

THENCE LEAVING THE WEST LINE OF SAID SECTION 26 THE FOLLOWING FOURTEEN (14) COURSES:

1) SOUTH 88° 36' 10" EAST, 1000.62 FEET,

2) NORTH 1° 23' 50" EAST, 431.00 FEET,

3) NORTH 88° 36' 10" WEST, 25.00 FEET,

4) NORTH 1° 23' 50" EAST, 97.12 FEET,

5) NORTH 88° 13' 13" WEST, 40.46 FEET, TO A POINT OF CURVATURE,

6) ALONG THE ARC OF A 490.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4° 22' 07", AN ARC DISTANCE OF 37.36 FEET TO A POINT OF COMPOUND CURVATURE, THE RADIUS OF WHICH BEARS SOUTH 2° 35' 20" EAST,

7) THENCE ALONG THE ARC OF A 1970.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2° 27' 44", AN ARC DISTANCE OF 84.66 FEET, TO A POINT OF NON-TANGENCY,

8) SOUTH 84° 59' 12" WEST, 329.66 FEET,

9) SOUTH 85° 40' 20" WEST, 59.94 FEET, TO A POINT OF CURVATURE,

10) THENCE ALONG THE ARC OF A 1010.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3° 35' 19", AN ARC DISTANCE OF 63.26 FEET TO A POINT OF COMPOUND CURVATURE, THE RADIUS OF WHICH BEARS NORTH 0° 44' 21" WEST,

11) THENCE ALONG THE ARC OF A 2032.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1° 54' 14", AN ARC DISTANCE OF 67.53 FEET, TO A POINT OF TANGENCY,

12) NORTH 88° 50' 06" WEST, 171.66 FEET,

13) SOUTH 45° 46' 13" WEST, 100.97 FEET,

East of Hansen Road (Hood page 2)

14) SOUTH 89° 37' 28" EAST, 60.50 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 26,

THENCE ALONG THE LAST SAID WEST LINE, NORTH 0° 22' 32" EAST, 958.65 FEET, TO THE SOUTHWEST CORNER OF ADJUSTED PARCEL 1 RECORDED ON MARCH 29, 2017 AS INSTRUMENT NO. 2017-035528;

THENCE ALONG THE BOUNDARY OF SAID ADJUSTED PARCEL 1 THE FOLLOWING NINETEEN (19) COURSES;

1) SOUTH 89° 37' 28" EAST, 49.50 FEET,

2) SOUTH 44° 13' 47" EAST, 100.43 FEET,

3) SOUTH 88° 50' 06" EAST, 488.07 FEET,

4) ALONG THE ARC OF A 101.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32° 41' 32", AN ARC DISTANCE OF 57.63 FEET TO A NON-TANGENT LINE,

5) SOUTH 88° 50' 06" EAST, 86.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, FROM WHICH THE CENTER BEARS NORTH 70° 22' 53" EAST,

6) ALONG THE ARC OF A 31.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL OF ANGLE OF 69° 12' 59", AN ARC DISTANCE OF 37.45 FEET,

7) SOUTH 88° 50' 06" EAST, 635.95 FEET,

8) SOUTH 89° 58' 51" EAST, 550.11 FEET,

9) SOUTH 88° 50' 06" EAST, 269.27 FEET,

10) ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25° 06' 11", AN ARC DISTANCE OF 48.19 FEET TO A NON-TANGENT LINE,

11) SOUTH 88° 50' 06" EAST, 96.26 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, FROM WHICH THE CENTER BEARS NORTH 70° 22' 53" EAST,

12) ALONG THE ARC OF A 23.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56° 45' 08", AN ARC DISTANCE OF 22.78 FEET,

13) SOUTH 88° 50' 06" EAST, 36.46 FEET,

14) NORTH 00° 24' 44" EAST, 2139.18 FEET,

15) NORTH 88° 50' 06" WEST, 1572.30 FEET,

16) NORTH 89° 51' 27" WEST, 392.29 FEET,

17) NORTH 88° 50' 06" WEST, 355.72 FEET,

18) SOUTH 45° 46' 21" WEST, 89.83 FEET, AND

East of Hansen Road (Hood page 3)

19) NORTH 89° 37' 11" WEST, 49.50 FEET TO THE WEST LINE OF SAID SECTION 26; THENCE ALONG THE LAST SAID WEST LINE NORTH 00° 22' 49" EAST, 253.74 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF SAID SECTION 26 LYING NORTHEASTERLY OF THE WESTSIDE IRRIGATION UPPER MAIN CANAL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 26,

THENCE LEAVING ALONG THE EAST LINE OF SECTION 26, SOUTH 0° 24' 21" WEST, 2478.32 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID UPPER MAIN CANAL;

THENCE ALONG LAST SAID NORTHEASTERLY LINE THE FOLLOWING TEN (10) COURSES:

1) NORTH 50° 28' 40" WEST, 1263.31 FEET,

2) NORTH 63° 46' 10" WEST, 198.01 FEET,

3) NORTH 82° 03' 10" WEST, 338.73 FEET,

4) NORTH 51° 59' 10" WEST, 286.71 FEET,

5) NORTH 33° 50' 40" WEST, 401.21 FEET,

6) NORTH 38° 24' 40" WEST, 891.92 FEET,

7) NORTH 49° 34' 40" WEST, 178.14 FEET,

8) SOUTH 0° 22' 23" WEST, 6.53 FEET,

9) NORTH 49° 34' 40" WEST, 114.00 FEET, AND

10) NORTH 44° 40' 37" WEST, 303.96 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG LAST SAID NORTH LINE, SOUTH 88° 40' 55" EAST, 302.43 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE CONTINUING ALONG LAST SAID NORTH LINE, SOUTH 88° 40' 55" EAST, 2643.14 FEET TO THE POINT OF BEGINNING;

For conveyancing purposes, APN 209-220-140 & 209-220-120

EXHIBIT "B-1"
LEGAL DESCRIPTION OF EASEMENT AREA

Hood Way Water Line
Easement

EXHIBIT 'B-1'
HOOD WAY
WATER LINE AND ACCESS EASEMENT

REAL PROPERTY SITUATE IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED PARCEL 2 AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT RECORDED MARCH 29, 2017, AS INSTRUMENT NO. 2017-035528, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE GENERAL NORTHWEST CORNER OF SAID ADJUSTED PARCEL 2;

THENCE ALONG THE GENERAL NORTHERN LINE OF SAID ADJUSTED PARCEL 2 THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 89° 37' 28" EAST, 49.50 FEET
- 2) SOUTH 44° 13' 47" EAST, 100.43 FEET,
- 3) SOUTH 88° 50' 06" EAST, 488.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 4) ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 101.00 FEET, THROUGH A CENTRAL ANGLE OF 32° 41' 32" FOR AN ARC LENGTH OF 57.63 FEET,
- 5) SOUTH 88° 50' 06" EAST, 86.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 70° 22' 53" EAST,
- 6) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 31.00 FEET, THROUGH A CENTRAL ANGLE OF 69° 12' 59" FOR AN ARC LENGTH OF 37.45 FEET,
- 7) SOUTH 88° 50' 06" EAST, 635.95 FEET,
- 8) SOUTH 89° 58' 51" EAST, 550.11 FEET,
- 9) SOUTH 88° 50' 06" EAST, 269.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT,
- 10) ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 25° 06' 11" FOR AN ARC LENGTH OF 48.19 FEET, AND
- 11) SOUTH 88° 50' 06" EAST, 89.35 FEET;

THENCE LEAVING SAID LINE, THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 0° 22' 32" WEST, 76.40 FEET,
- 2) NORTH 88° 50' 06" WEST, 406.19 FEET,
- 3) NORTH 89° 21' 21" WEST, 550.02 FEET,
- 4) NORTH 88° 50' 06" WEST, 1288.45 FEET,
- 5) SOUTH 45° 46' 13" WEST, 91.11 FEET, AND
- 6) NORTH 89° 37' 28" WEST, 60.50 FEET TO A POINT ON THE WESTERN LINE OF SAID ADJUSTED PARCEL 2;

THENCE ALONG SAID WESTERN LINE, NORTH 0° 22' 32" EAST, 199.56 FEET TO THE POINT OF **BEGINNING**.

CONTAINING 164,217 SQUARE FEET OF LAND, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO, P.L.S. 9032

1-15-20
DATE

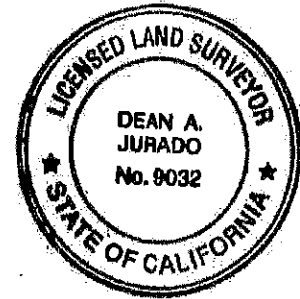
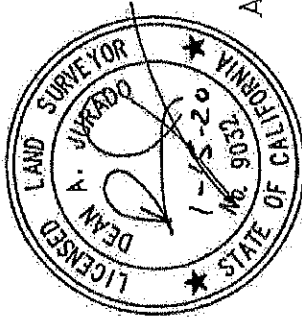


EXHIBIT "B-2"
DEPICTION OF EASEMENT AREA

P.O.B.
P.U.E.
SF
AC

P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASE
SF	SQUARE FEET
AC	ACRES

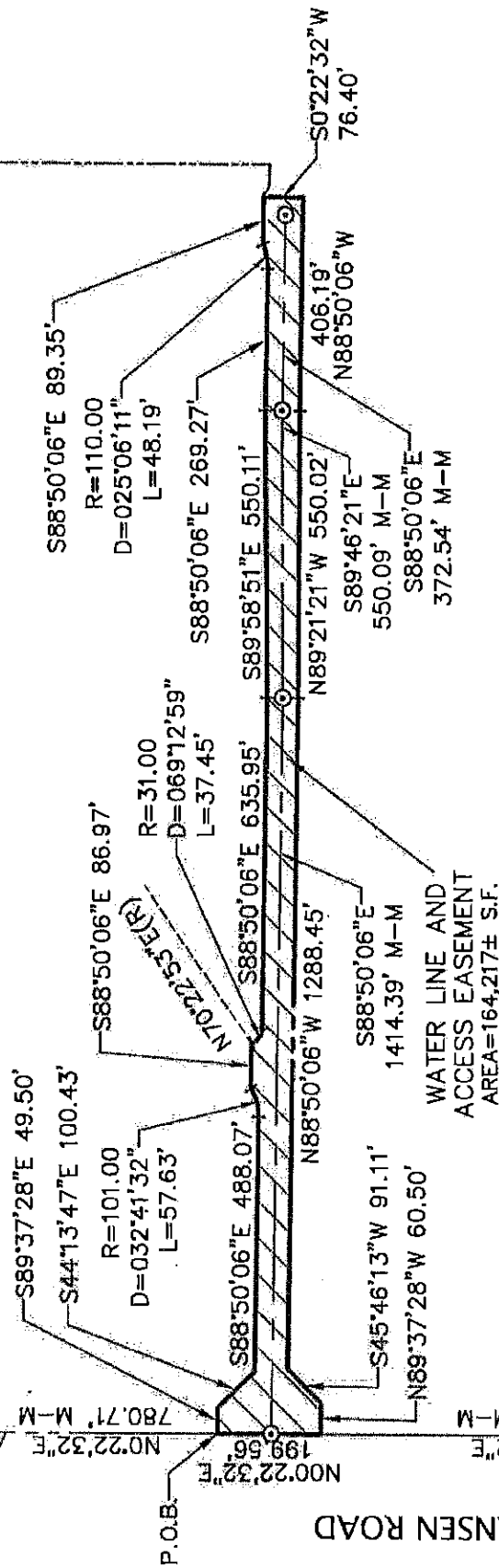


ADJUSTED PARCEL 1
2017-035528 O.R.



0 150' 300' 600'

Scale 1" = 300 ft



ADJUSTED PARCEL 2
2017-035528 O.R.

KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B-2"

PLAT TO ACCOMPANY LEGAL DESCRIPTION WATER LINE AND ACCESS EASEMENT

TRACY

DATE	JUNE 2015
BY	RJH/CH
JOB NO.	A09500-116
SCALE	1"=300'
SHEET	1 OF 1

RESOLUTION 2020-_____

ACCEPTING OFFSITE IMPROVEMENTS FOR THE CORDES RANCH PHASE 1A OFFSITE WATERLINE IMPROVEMENTS ON OLD SCHULTE ROAD, HANSEN ROAD, AND ROAD "E";
ASSUMING RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR;
APPROVING ACCESS AND MAINTENANCE EASEMENT AGREEMENTS; AUTHORIZING
THE CITY CLERK TO FILE THE NOTICE OF COMPLETION; AND AUTHORIZING THE CITY
ENGINEER TO RELEASE THE PERFORMANCE AND PAYMENT BONDS

WHEREAS, The City Council approved an Offsite Improvement Agreement (Agreement) on October 21, 2014 by Resolution No. 2014-177 with Prologis L.P., a Delaware limited partnership (Developer) for construction of offsite waterline improvements on Old Schulte Road, Hansen Road, and Road E, and

WHEREAS, Developer has completed all the work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement, City plans and specifications, and

WHEREAS, The City Engineer has inspected the completed work and confirmed the improvements conform to the Agreement, City plans and specifications, and the estimated cost of infrastructure improvements is as follows:

24" DIP Water Main (Hansen Road)	\$742, 203	(Program)
24" DIP Water Main (Old Schulte Road)	\$167, 958	(Program)
Total Program Improvements	\$910,161	
16" Water Main (Hansen Road)	\$669,369	(Non-Program)
Total Non-Program Improvements	\$669,369, and	

WHEREAS, Developer has offered public access and maintenance easements as necessary for City access and maintenance of the water infrastructure improvements;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the improvements as complete in accordance with the Agreement, including the project plans and specifications and assumes responsibility for their future maintenance and repair in accordance with the terms of the Agreement, authorizes the City Clerk to file notice of completion with the san Joaquin County recorder;

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

BE IT FURTHER RESOLVED, That the Council approves the necessary easements and maintenance agreements for recording with the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.K

REQUEST

APPROVE THE CITY CO-SPONSORING TRACY EARTH DAY ON APRIL 25, 2020 AND ON APRIL 24, 2021 WITH TRACY EARTH PROJECT INC.

EXECUTIVE SUMMARY

Earth Day is one of the most widely celebrated environmental events across the globe. On this day, events are held worldwide to increase awareness and appreciation of the Earth's natural environment. The Tracy Earth Day event is being co-sponsored by Tracy Earth Project Inc., a non-profit organization whose mission is to educate, empower and inspire community participation towards practices that promote responsible environmental sustainability. The Tracy Earth Project commits to providing a yearly educational event that coincides with National Earth Day. Tracy Earth Day 2020 is a free community event providing educational booths, green vendors, City partners, and family activities in celebration of the 50th anniversary of Earth Day. Staff recommends that the City co-sponsor this event in 2020 and in 2021 with Tracy Earth Project, Inc.

DISCUSSION

Earth Day is one of the most widely celebrated environmental events across the globe. On this day, events are held worldwide to increase awareness and appreciation of the Earth's natural environment. Currently it is celebrated in more than 192 countries each year. Events such as these is a great way to continue to promote environmental awareness and educate our communities. This year, Tracy Earth Project Inc. is co-sponsoring the event. Tracy Earth Project Inc. is a non-profit organization that works to educate, empower and inspire community participation towards practices that promote responsible environmental sustainability. They are planning on hosting the 2nd Annual Tracy Earth Day event.

The Tracy Earth Day committee and City staff propose to co-sponsor the 2nd Annual Earth Day on Saturday, April 25th, 2020 at Lincoln Park from 10am to 3pm. The free community event will include the following: educational booths, green vendors, bike rodeo, family activities, food trucks and entertainment in celebration of the 50th Anniversary of Earth Day. The roles and responsibilities of the Earth Day committee will be to continue taking the lead on the planning, coordination, marketing and implementation of this event. The City will help market this event using its outreach resources and will host the event at Lincoln Park. In addition, the City will have the appropriate departments participate in this event to showcase their programs that contribute to a more sustainable and healthier environment for our community. The following City programs and Commissions will be in attendance to outreach to the community: the Parks and Recreation Commission, the Rollin Rec program, the Youth Advisory Commission and the Transportation Commission. Public Works will be also be on site to provide educational information on forestry, solid waste, recycling, parks and landscape. This event shall follow all applicable council policies.

Due to the success of the inaugural event in 2019, staff is recommending Council approve the co-sponsorship of this annual event for this year and next year (2021).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy.

FISCAL IMPACT

Costs related to Council approving the co-sponsored will be absorbed by approved department budgets.

RECOMMENDATION

Approve the City co-sponsoring the 2nd Annual Tracy Earth Day event on April 25, 2020 with Tracy Earth Project Inc. and to co-sponsor this event again in 2021.

Prepared by: Jolene Jauregui, Recreation Services Supervisor

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

APPROVING THE CITY OF TRACY CO-SPONSORING TRACY EARTH DAY ON APRIL 25, 2020 AND ON APRIL 24, 2021 WITH TRACY EARTH PROJECT INC.

WHEREAS, Earth Day is one of the most widely celebrated environmental events across the globe, and

WHEREAS, On this day, events are held worldwide to increase awareness and appreciation of the Earth's natural environment, and

WHEREAS, The Tracy Earth Day event is being co-sponsored by Tracy Earth Project Inc. and the roles and responsibilities of the Earth Day committee will be to continue taking the lead on the planning, coordination, marketing and implementation of this event, and

WHEREAS, City departments will participate in this event to showcase their programs that contribute to a more sustainable and healthier environment for the Tracy community, to assist in marketing the event using outreach resources and will host the event at Lincoln Park;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy approves the City co-sponsoring Tracy Earth Day on April 25, 2020 and on April 24, 2021 with Tracy Earth Project Inc..

* * * * *

The foregoing Resolution _____ was adopted by City Council on the 18th day of February, 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.L

REQUEST

AUTHORIZE STAFF TO SUBMIT CURRENT AND FUTURE APPLICATIONS FOR “INFRASTRUCTURE FOR REBUILDING AMERICA,” A COMPETITIVE GRANT PROGRAM FOR THE CENTRAL VALLEY GATEWAY PROJECT, FUNDED BY REGIONAL AND CITY FUNDS, DEVELOPER FEES AND TRADE CORRIDOR INITIATIVES, AUTHORIZE STAFF TO SUBMIT SAID APPLICATIONS FOR PROJECTS THAT ARE CONSISTENT WITH THE CITY’S TRANSPORTATION MASTER PLAN, AND FURTHER AUTHORIZE THE CITY MANAGER TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND AGREEMENTS

EXECUTIVE SUMMARY

Staff requests that City Council authorize staff to apply for the Infrastructure for Rebuilding America (INFRA) competitive grant program for the planned improvements on International Parkway, which will include improvements to the I-580 and I-205 interchanges and authorize the City Manager to execute all grant-related documents and agreements.

DISCUSSION

Recently, the United States Department of Transportation announced the third round of the INFRA grant program with funding in the approximate amount of \$900 Million. These funds are to be made available for projects that are in line with the federal; administration’s principles to help rebuild, repair, and revitalize America’s crumbling infrastructure.

The City of Tracy Central Valley Gateway (CVG) Project proposes to effect improvements that will facilitate freight truck and passenger vehicles that travel along I-205, I-580, and International Parkway in the City of Tracy in western San Joaquin County and this Project is in line with the grant requirements. City staff proposes to apply for the INFRA grant for improvements associated with the I-580 and I-205 interchanges along International Parkway, which are part of the CVG Project.

The grant offers reimbursements of up to 60 percent toward the CVG Project total cost, and is based on a competitive selection of projects based on the goals of the INFRA grant. The INFRA grant program “provides Federal financial assistance to highway and freight projects of national or regional significance.” The INFRA grant program advances a preexisting program, the Fostering Advancements in Shipping and Transportation for the Long-Term Achievement of National Efficiencies (FASTLANE) Grants, using “updated criteria to evaluate projects to align with national and regional economic vitality goals and to leverage more non-federal funding.”

Preliminary costs of the CVG Project are estimated at \$85.6M and staff proposes to apply for a total of \$17.12M from the grant program. Staff understands that requests for this grant that are 20% of the project total are considered to be more competitive. The

remaining required funds may be received from non-federal funding sources, comprising of regional and City funds, developer fees, and potential Trade Corridor Initiatives.

The City of Tracy previously applied for but was unsuccessful in being awarded the first two rounds of the INFRA grant program funding in 2018 and 2019 for the CVG Project. Since that time, staff has met with a Policy Analyst from the Office of the Secretary of Transportation and received feedback on the prior grant applications, which will be incorporated in the new application. Staff is also working with consultants to help with the application updates and process.

Staff requests that Council allow staff to subsequently apply for any future INFRA grants that may be offered. Staff will continue to apply for this project, but would also like to apply for future grants which may be applicable and consistent with the City's Transportation Master Plan.

STRATEGIC PLAN

This agenda item is consistent with the Council adopted Economic Development Strategy to ensure the availability of infrastructure necessary for development in Tracy.

FISCAL IMPACT

Preliminary costs of the Project are estimated at \$85.6M and staff proposes to apply for a total of \$17.12M from the grant program. The remaining required funds may be received from non-federal funding sources, comprising of regional and City funds, developer fees, and potential Trade Corridor Initiatives.

RECOMMENDATION

Staff recommends that City Council, by resolution:

- (1) authorize staff to submit current and future applications to secure a federal INFRA grant for the City of Tracy Central Valley Gateway Project, funded by regional and City funds, developer fees and Trade Corridor initiatives, and further authorizes the City Manager to execute all grant-related documents and agreements, and
- (2) authorize staff to submit said applications for projects that are consistent with the City's Transportation Master Plan, and further authorizes the City Manager to execute all grant-related documents and agreements.

Prepared by: Veronica Child, Management Analyst II

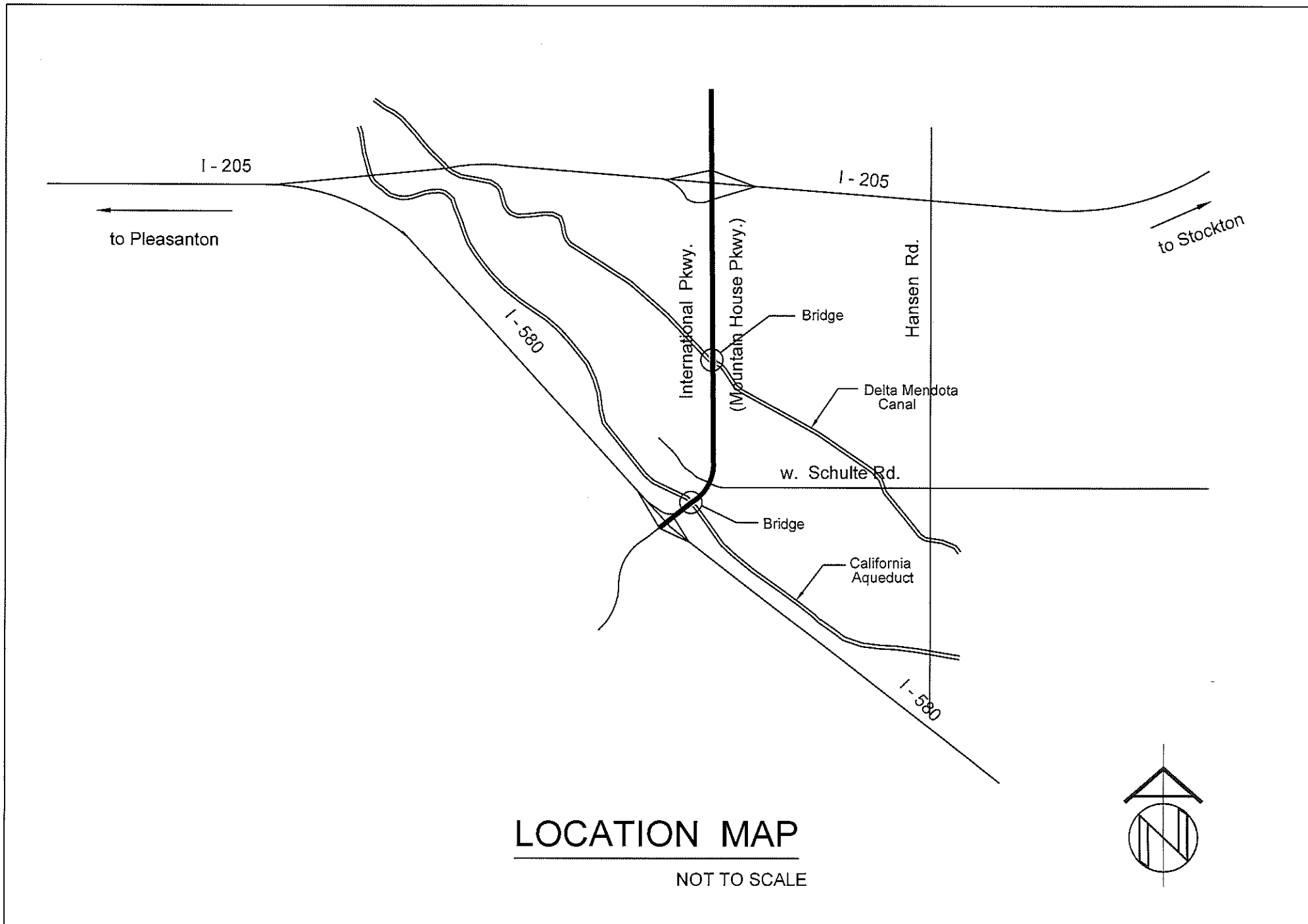
Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Location Map

ATTACHMENT A



LOCATION MAP

NOT TO SCALE

RESOLUTION 2020-_____

AUTHORIZING STAFF TO SUBMIT CURRENT AND FUTURE APPLICATIONS FOR “INFRASTRUCTURE FOR REBUILDING AMERICA,” A COMPETITIVE GRANT PROGRAM FOR THE CENTRAL VALLEY GATEWAY PROJECT, FUNDED BY REGIONAL AND CITY FUNDS, DEVELOPER FEES AND TRADE CORRIDOR INITIATIVES, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND AGREEMENTS

WHEREAS, The United States Department of Transportation announced a competitive Grant Program for the rebuild, repair, and revitalization of America’s crumbling infrastructure, and

WHEREAS, The City of Tracy Central Valley Gateway Project (CVG) targets freight truck and passenger vehicles that travel along I-205, I-580, and International Parkway in the City of Tracy in western San Joaquin County, and is in line with the Grant’s requirements, and

WHEREAS, The preliminary cost of the project is estimated at \$85.6M, and the subject Grant may reimburse up to 60% of the total cost, it will benefit the City to request approximately \$17.12M (20%) for the FY 20-21 grant cycle;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to submit an application for the INFRA Grant for the Central Valley Gateway Project, funded by regional and City funds, developer fees and Trade Corridor initiatives, for an amount of \$17.12M, and further authorizes the City Manager to execute all grant-related documents and agreements.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2020-_____

AUTHORIZING STAFF TO SUBMIT APPLICATIONS FOR “INFRASTRUCTURE FOR REBUILDING AMERICA,” A COMPETITIVE GRANT PROGRAM FOR PROJECTS THAT ARE CONSISTENT WITH OUR TRANSPORTATION MASTER PLAN, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT-RELATED DOCUMENTS AND AGREEMENTS

WHEREAS, The United States Department of Transportation announced a competitive Grant Program for the rebuild, repair, and revitalization of America’s crumbling infrastructure, and

WHEREAS, In order to be nimble and act quickly, Staff are authorized to apply for all Infrastructure for Rebuilding America Grants (INFRA) that are consistent with the City’s Transportation Master Plan as they are available;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to submit applications for the INFRA Grant Program and further authorizes the City Manager to execute all grant-related documents and agreements.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.M

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., WITH A NOT TO EXCEED AMOUNT OF \$55,828 FOR COMPLETION OF A WASTEWATER REVENUE AND RATE ANALYSIS STUDY; AND APPROPRIATE THE FUNDS FROM RESERVES FOR THIS AGREEMENT

EXECUTIVE SUMMARY

The City completed the last wastewater rate study in 2013, and City Council approved the wastewater rates on July 16, 2013. Since then, various wastewater facility improvements are either planned or are in the construction phases. The City has also started construction of a new effluent outfall pipeline project costing approximately \$40 million. This project will be partly funded from bond financing on behalf of the rate payers.

A new wastewater revenue and rate study is needed to ensure the Wastewater Enterprise Fund is cost neutral and in good financial condition. The study is also needed to assess impacts on the Wastewater Enterprise Fund with planned or ongoing wastewater infrastructure improvements and wastewater rates update. Approval of the Professional Services Agreement (PSA) with Raftelis Financial Consultants is requested to complete the proposed study.

DISCUSSION

The City of Tracy's Wastewater Treatment Plant (WWTP) was constructed prior to the 1970's. Since then the WWTP has been expanded several times. A majority of the City's wastewater facilities, especially the treatment plant and the effluent pipeline and processing equipment have been operating for several years and have aged and experienced typically wear and tear. The City implements a comprehensive and proactive maintenance program, however, certain infrastructure elements and equipment have passed their life expectancy and are due for replacement. In addition, the wastewater industry has gone through very stringent regulatory requirements and operational costs have increased significantly. Recently, the City started construction of the effluent outfall pipeline project with an estimated cost of \$40 million.

The City completed a wastewater rate study including the revenue and costs analysis in 2013. The City approved the updated wastewater rates on July 16, 2013. Since then the water rates have not been updated. A new wastewater revenue and rate analysis study is required to ensure the Wastewater Enterprise Fund is still cost neutral and healthy to keep the wastewater system operational in a cost effective manner.

A Request for Proposals (RFP) for completing a Wastewater Revenue and Rate Analysis was posted on the City's website on November 5, 2019, and a total of two proposals were received on December 12, 2019. After careful review of the proposals, staff selected Raftelis Financial Consultants (Raftelis) a North Carolina Corporation with a Los Angeles office as the most qualified consultant to complete the work for a not to

exceed amount of \$55,828. Raftelis has completed similar studies with various wastewater districts and agencies in the Country.

STRATEGIC PLAN

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

FISCAL IMPACT

The Wastewater Revenue and Rate Analysis Study will need an appropriation of \$55,828 from the reserves to be added into the Waste Water Fund operating budget for FY2019-2020. There are sufficient funds for this request.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Raftelis Financial Consultants, Inc., for a not to exceed amount of \$55,828 for completion of a Wastewater Revenue and Rate Analysis Study and appropriate the funds from reserves for this agreement.

Prepared by: Kuldeep Sharma, Utilities Director

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENT:

A– Professional Services Agreement with Raftelis Financial Consultants

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Raftelis Financial Consultants, Inc., Wastewater Revenue and Rate Analysis

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and *Raftelis Financial Consultants, Inc.*, a North Carolina corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform a Wastewater Revenue and Rate Analysis; and

B. On November 5, 2019, the City issued a Request for Proposals (RFP) for the Wastewater Revenue and Rate Analysis (**Project**). On December 12, 2019, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2020- [REDACTED] approved by Tracy City Council on February 18, 2020.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Steve Gagnon. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin immediately after execution of the agreement by both Consultant and City and end March 31, 2021, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$55,828, including the optional task if need as listed in Exhibit B. Consultant's billing rates

shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

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

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of

Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Kuldeep Sharma
Utilities Director
3900 Holly Drive
Tracy, CA 95376

To Consultant:

Steve Gagnon
Raftelis Financial Consultants, Inc.
445 S. Figueroa Street, Suite 1925
Los Angeles, CA 90071

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

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

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

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This

Exhibit A

Scope of Work

Task 1: Project Management, Kick-off, and Data Collection

Task 1.1: Kick-off Meeting

A productive kick-off meeting is the most effective way to begin a rate study. The goals for the kick-off meeting include:

- Acquainting City staff with our project team
- Establishing goals and objectives
- Discussing major study concerns
- Finalizing the work plan and schedule
- Discussing the City's pricing objectives
- Discussing the data request and any additional data requirements

Prior to the kick-off meeting, Consultant will prepare a detailed data request that identifies the information needed. If the data is provided in time, Consultant will review the initial data before the kick-off meeting.

Task 1.2: Project Management

To ensure robust quality control Consultant representatives, Sanjay Guar, Project Director and Technical Reviewer, and Steve Gagnon, PE, Project Manager, will review the model and results to ensure they are based on sound rate-making principles.

Meeting(s): One kick-off meeting with City staff

Deliverable(s): Kick-off meeting presentation and minutes as well as data request list

Task 2: Financial Plan Development

The financial plan assesses the enterprise's current financial status and suggests revenue adjustments to ensure long-term fiscal sustainability. Raftelis will project expenses and revenue requirements over a 10-year planning horizon. Projecting revenue adjustments over a 10-year planning horizon illustrates future rate impacts and potential challenges to the City's financial health so the City can plan operating expenses, fund reserve balances and capital project execution to minimize rate impacts. Consultant will project revenue requirements based on the current budget, the City's long-term capital funding strategy including the wastewater outfall, and existing debt service (if applicable). Options for capital financing include rates, debt, grants, capacity fees, or infrastructure bank loans.

Consultant shall strive for smooth revenue adjustments and minimal rate impacts while achieving long-term revenue goals. For example, strategic timing of capital expenditures and the use of reserve funds help mitigate rate fluctuations. As part of the financial plan, Consultant shall review and discuss reserves for operating, capital, and emergency purposes.

Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

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

City of Tracy

By: Robert Rickman

Title: Mayor

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant

Raftelis Financial Consultants, Inc., a North Carolina Corporation

By: Jon Davis

Title: Executive Vice President

Date: 2/10/20

Federal Employer Tax ID No. 20-1054069

By: _____

Title: _____

Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance
- B Compensation

Consultant understands the importance of developing a user-friendly, flexible model that the City can use for future financial planning.

Consultant models include a financial plan dashboard with the following features:

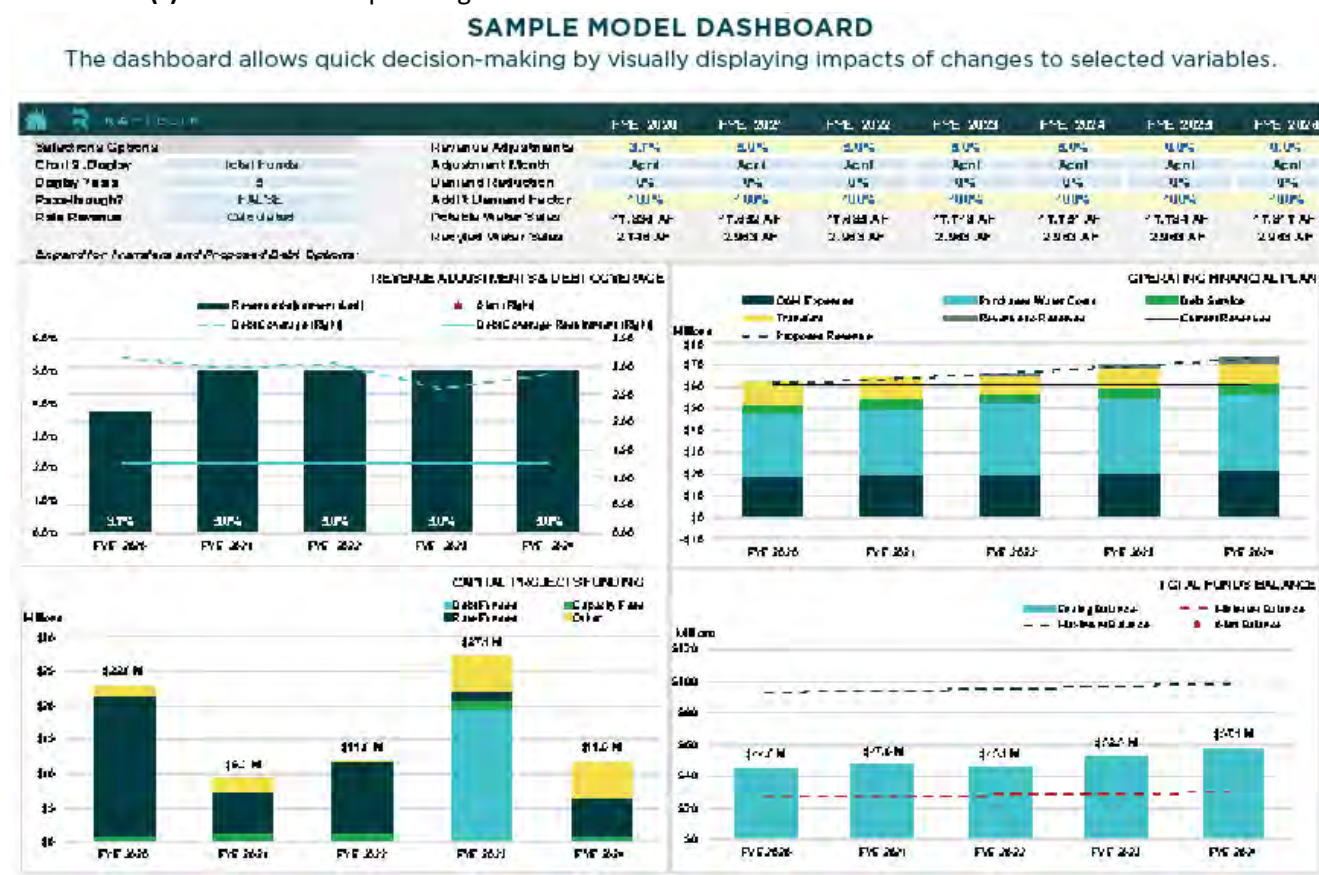
- Flexibility to change many assumptions such as water sales, capital improvement plan levels, and revenue adjustments
- Error flagging and problematic results such as failure to meet debt coverage, below target reserves, etc.
- Sensitivity analyses and various “what-if” scenario assessments so that impacts can be viewed instantaneously with built-in screen graphics

The dashboard is an effective tool to visually assess how each assumption (scenario) impacts the financial plan. It is an easy-to-understand format that shows the impacts of various assumptions so that decisions regarding revenue adjustments, capital financing through pay-go or debt, and reserve balances can be made quickly and efficiently. A sample model dashboard is shown below.

Consultant will hold up to two webinars to review assumptions and finalize the financial plan with which to calculate rates.

Meeting(s): Up to two webinars with City staff

Deliverable(s): Draft financial planning model in Microsoft Excel



Task 3: Cost-of-Service Analysis

Consultant tailors a utility's cost-of-service analysis to meet each utility's needs, and Consultant conforms to industry standards and regulatory requirements. Typically, a wastewater cost-of-service study involves the following three steps:

- Functionalizing revenue requirements to functions such as collection, pumping, treatment, residuals handling, etc.
- Allocating those functions to cost causative factors such as average daily flow, peak flow, BOD, total suspended solids (TSS), and others, if warranted
- Distributing cost components to customer classes based on service requirements

Consultant will review the current strength assumptions for each class and discuss any warranted changes with City staff. The cost-of-service analysis calculates unit costs for flow, BOD, and TSS, which are applied to the class loadings to determine each class' share of costs. Once Consultant knows each class' cost responsibility, Consultant will calculate sewer service charges in Task 4.

Meeting(s): One webinar as needed

Deliverable(s): Cost-of-service analysis in Microsoft Excel

Task 4: Rate Development

Consultant will calculate rates based on the cost to serve each class. Consultant can develop a few rate structures for evaluation such as rate structures with varying levels of fixed revenue. Consultant creates customized cost-of-service and rate models based on standardized approaches for each rate study projects, which allows Consultant to tailor the model to meet each client's specific needs.

Rate models typically consist of three modules: a financial planning module (Task 2), a cost-of-service module (Task 3), and a rate calculation module (Task 4). The rate calculation module determines rates while considering the utility's goals and objectives.

The model will be developed using Microsoft Excel and will incorporate industry standard rate-setting methodology consistent with State Water Resources Control Board (SWRCB) and WEF guidelines. During the project, City staff can be provided with working copies of the rate model, if desired, such that they can review and provide input to the final results.

Consultant will also determine the potential financial impact on customers that result from the proposed rate structures. The model will include a series of tables and figures that show projected rate impacts on different types of customers at various levels of usage, allowing the City to review the impact of the alternative rate.

Meeting(s): One in-person staff meeting to review rate results

Deliverable(s): Rate model in Microsoft Excel

Task 5: City Council Workshop

Consultant will present the rate study results to the City Council in a workshop setting. We will explain the need for revenue adjustments and the rationale and basis for rate structure changes (if warranted and/or desired). Consultant will field questions and solicit input from the City Council. After consulting with City staff, Consultant will incorporate this feedback into the rate structure/model. At the workshop, the City would seek approval to proceed with the Proposition 218 process (mailing of the Proposition 218 notices).

Meeting(s): One City Council workshop

Deliverable(s): Presentation materials in Microsoft PowerPoint

Task 6: Draft and Final Reports

The report will describe the financial plan and proposed rate structures, along with preliminary rate recommendations. This draft report will be submitted after the second City Council meeting and will incorporate their input into the final results. To ensure that the study includes a thorough administrative record, the final report will include an exhibit listing all rate design assumptions and methodologies used to develop the financial plan and rates. Consultant will incorporate City staff comments into the draft report. The report will include supporting data from the model to address the requirements of Proposition 218.

Meeting(s): Phone calls as needed to discuss the draft report

Deliverable(s): Draft and final rate study report in Microsoft Word

Task 7: Proposition 218 Public Notice Review and Public Hearing

Consultant will review the Proposition 218 notice (prepared by the City) for appropriateness. Consultant will attend and present at one public hearing with the City Council on the adoption of the new rate structures. Consultant will respond to questions as needed about the rate study.

Meeting(s): One public hearing

Deliverable(s): Presentation materials in Microsoft PowerPoint

Optional Task: Rate Implementation in January or February 2021

The City may decide to implement the rate adjustment in January or February 2021, and, per the City's request, Consultant has budgeted for two additional meetings to be used by the City as desired. One use may be an additional City Council meeting to remind the City Council of rate study results. The exact date of rate implementation will be determined.

Meeting(s): Two additional meetings

Deliverable(s): Presentation materials in Microsoft PowerPoint

Exhibit B**Fees**

The following table provides a breakdown of Consultant's proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for Consultant project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Tasks	Web Meetings	Number of Meetings	Hours					Total Fees & Expenses
			PD/TR	PM	SC	Admin	Total	
1. Project Management, Kickoff, and Data Collection		1	1	18	8	2	29	\$7,458
2. Financial Plan Model Development	2		1	6	24		31	\$6,485
3. Cost-of-Service Analysis				6	16		22	\$4,620
4. Rate Development	1		1	12	18		31	\$6,815
5. City Council Workshop		1		18	8		26	\$6,860
6. Draft and Final Reports			1	10	32	1	44	\$9,130
7. Proposition 218 Review and Public Hearing		1		16	4		20	\$5,580
Optional Task - Rate Implementation in January or February 2021 (Two Meetings)		2		26	4		30	\$8,880
Total Estimated Meetings / Hours	3	5	4	112	114	3	233	
Hourly Rates			\$295	\$240	\$185	\$75		
Total Professional Fees			\$1,180	\$26,880	\$21,090	\$225	\$49,375	
Total Fees								\$49,375
Total Expenses								\$6,453
Total Fees & Expenses								\$55,828
PD/TR - Sanjay Guar								
PM - Steve Gagnon								
SC - Staff Consultants								
Admin - Administrative Staff								

PD/TR - Sanjay Guar
PM - Steve Gagnon
SC - Staff Consultants
Admin - Administrative Staff

RESOLUTION 2020-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., WITH A NOT TO EXCEED AMOUNT OF \$55,828 FOR COMPLETION OF A WASTEWATER REVENUE AND RATE ANALYSIS STUDY AND APPROPRIATE FUNDS FROM RESERVES FOR THIS AGREEMENT

WHEREAS, The City completed the last wastewater rate study in 2013, and City Council approved the wastewater rates on July 16, 2013, and

WHEREAS, Since then, various wastewater facility improvements are either planned or are in the construction phases, and

WHEREAS, A new wastewater revenue and rate study is needed to ensure the Wastewater Enterprise Fund is cost neutral and in good financial condition, and

WHEREAS, The study is also needed to assess impacts on the Wastewater Enterprise Fund with planned or ongoing wastewater infrastructure improvements and support the bond financing, and

WHEREAS, A Request for Proposals (RFP) for completing a Wastewater Revenue and Rate Analysis was posted on the City's website on November 5, 2019, and a total of two proposals were received on December 12, 2019, and

WHEREAS, After careful review of the proposals, staff selected Raftelis Financial Consultants (Raftelis) a North Carolina Corporation with a Los Angeles office as the qualified consultant to complete the work for a not to exceed amount of \$55,828, and

WHEREAS, The Wastewater Revenue and Rate Analysis Study will need an appropriation of \$55,828 from the reserves to be added into the Waste Water Fund operating budget for FY2019-2020.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Raftelis Financial Consultants, Inc., with a not to exceed amount of \$55,828 for completion of a Wastewater Revenue and Rate Analysis Study and appropriate funds from reserves for this agreement.

* * * * *

The foregoing Resolution 2020-_____ was adopted by Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.N

REQUEST

**APPROVE RESPONSE TO THE SAN JOAQUIN COUNTY GRAND JURY FINAL
REPORT 2018-2019 REGARDING COLD CASES**

EXECUTIVE SUMMARY

In May 2019, the 2018-2019 San Joaquin County Civil Grand Jury completed its Final Report which included Case No. 0318 entitled, "Cold Cases in San Joaquin County – On the Back Burner." This case investigated the various municipal and county law enforcement agencies in San Joaquin County, including the Tracy Police Department, to determine the status of cold case investigations. The California Penal Code requires that the Tracy City Council issue a response to the Grand Jury's findings and recommendations. The City Attorney's Office has prepared a response to this case report and requests that Council approve the response letter.

DISCUSSION

The 2018-2019 San Joaquin County Grand Jury included in its annual report, Case No. 0318, which investigated the various municipal and county law enforcement agencies in San Joaquin County to determine the status of cold case investigations. In its case report, the Grand Jury provided several findings and recommendations to law enforcement agencies in San Joaquin County. The findings and recommendations related to matters such as tracking and investigation of cold cases and to law enforcement agencies in San Joaquin County participating in the San Joaquin County District Attorney's Office's Cold Case Task Force by March 31, 2020. California Penal Code Sections 933 and 933.05 require the Tracy City Council to respond to the findings and recommendations. The City's response is provided in Attachment A.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

STRATEGIC PLAN

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

RECOMMENDATION

That the City Council, by resolution, approve the attached response to the 2018-2019 San Joaquin County Grand Jury Final Report Case No. 0318.

Prepared by: Leticia Ramirez, City Attorney

Reviewed and Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A: City of Tracy Response to Grand Jury Final Report Case No. 0318

February 18, 2020

Honorable Xapuri B. Villapudua, Presiding Judge
Superior Court of California, County of San Joaquin
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Re: Grand Jury Report: 2018-2019 Case No. 0318 – Cold Cases in San Joaquin County

Honorable Judge Villapudua:

This letter responds to the above-referenced Grand Jury Report in accordance with California Penal Code sections 933 and 933.05. The City of Tracy's ("City") response relates only to the findings and recommendations contained in the Grand Jury Report.

Finding 1.0: *There is inconsistency and confusion regarding what defines a "cold case" amongst the law enforcement agencies in San Joaquin County.*

The City disagrees with this finding as the Tracy Police Department has adopted the "cold case" definition which was adopted by all law enforcement agencies in San Joaquin County. It is as follows:

A cold case is an unsolved crime previously reported to a law enforcement agency and the agency determines investigative leads were exhausted. The initial investigation of the cold case failed to result in the identification of a suspect, arrest of a suspect, the referral of the case to the District Attorney's Office and/or the filing of criminal charges by the District Attorney's Office.

Due to the passage of time, the development of evidence of other crimes, and/or the lack of further investigative leads, the law enforcement agency is no longer actively investigating the crime. These cases are deemed "open" investigations.

For the purposes of the Cold Case Task Force, "cold cases" include unsolved homicides, missing person cases with suspicious circumstances, and sexual assaults, specifically, Penal Code section 261, where no suspect was identified.

Finding 2.0: *There are more than 500 cold case homicides in San Joaquin County, including 12 homicide victims whose remains have never been positively identified. The exact number of cold case homicides is unknown due to the lack of a consistent written definition for "cold case" and the lack of a digitized tracking system.*

The City partially disagrees with this finding, as it relates to the Tracy Police Department's number of unsolved cases being attributed to a lack of a consistent use of a definition of "cold case" and digital tracking of cold cases. The Tracy Police Department has a minimal amount of unsolved cold cases compared to the overall numbers that the Grand Jury reported for the all San Joaquin County law enforcement agencies. As stated in

response to Finding 1.0, the Tracy Police Department has adopted the “cold case” definition adopted by all law enforcement agencies in San Joaquin County. In addition, the Tracy Police Department’s cold case numbers are known and digitally tracked. They are:

Homicides - 4

Sexual Assaults - 9 (These offenses have a ten year statute of limitations)

Missing Persons Cases with Suspicious Circumstances - 5

Finding 2.1: *The lack of accurate numbers in counting and tracking cold cases in San Joaquin County is a contributing factor to the overall lack of priority for staffing, funding, and investigating cold cases.*

The City disagrees with this finding as it relates to the Tracy Police Department. The Tracy Police Department maintains accurate numbers in counting and tracking cold cases, as indicated in response to Finding 2.0. While the Tracy Police Department does not have a dedicated cold case detective, it has adequate staffing to investigate cold cases as new leads and evidence exists.

Finding 3.0: *The total number of cold case homicides in San Joaquin County is increasing each year due primarily to the decreased clearance rate for solving homicides.*

The City disagrees with this finding as it relates to the Tracy Police Department. The Tracy Police Department’s number of cold cases are not increasing. To note, three of the four unsolved homicides have named suspects and have been presented to the San Joaquin County District Attorney’s Office, but have not yet been filed.

Finding 3.1: *Cold case homicide investigations in San Joaquin County rarely result in case closure, arrest or prosecution. This is a contributing factor to the increasing number of cold case homicides in San Joaquin County.*

The City disagrees with this finding as it relates to the Tracy Police Department for the reasons stated in response to Finding 3.0, above.

Finding 3.2: *Due to the current inconsistencies in both defining and counting cold cases involving missing persons with suspicious circumstances, and sexual assaults, there is insufficient information to clearly determine the extent to which the number of those unsolved cases may be increasing.*

The City disagrees with this finding because the Tracy Police Department has been able to use the current “cold case” definition to clearly determine its cold cases, has tracked its cold cases and the number of cold cases are not increasing (See also responses to Findings 2.0 and 3.0, above).

Finding 4.0: *There is insufficient staffing for cold case investigations in San Joaquin County, primarily within the San Joaquin County Sheriff’s Department, the Stockton Police Department, and the San Joaquin County District Attorney’s Office.*

The City partially disagrees with this finding as it relates to the Tracy Police Department. Although the Tracy Police Department does not have a dedicated cold case detective, the case load of the two “crimes against persons” investigators is manageable and allows them to investigate the current cold cases as new leads and

evidence exists.

Finding 4.1: *There are a significant number of cold case homicides with the Stockton Police Department and the San Joaquin County Sheriff's Department that have not been reviewed in many years due to insufficient staffing and lack of prioritization.*

The City neither agrees nor disagrees with this finding as it is not applicable to the Tracy Police Department.

Finding 4.2: *Law enforcement agencies in San Joaquin County continue to be challenged in hiring and retaining enough qualified officers to fill budgeted positions. This has been a contributing factor to insufficient staffing of cold case investigations.*

The City disagrees with this finding as it relates to the Tracy Police Department's ability to manage and investigate cold cases. As stated in Finding 4.0, above, the Tracy Police Department has the capacity to investigate current cold cases as new leads and evidence exists.

Finding 4.3: *Providing experienced staffing for cold case investigations may require transferring staff from other assignments, hiring additional qualified retirees, or seeking qualified volunteers.*

The City partially disagrees with this finding as it relates to the Tracy Police Department. While the Tracy Police Department could always utilize another detective to dedicate solely to cold cases, the current volume of its cold cases are manageable (See also responses to Findings 4.0 and 4.2).

Finding 5.0: *There is insufficient funding for cold case investigations in San Joaquin County, primarily for the San Joaquin County Sheriff's Department, the Stockton Police Department, and the San Joaquin County District Attorney's Office. The lack of sufficient funding is due primarily to financial limitations and lack of priority.*

The City disagrees with this finding as it relates to the Tracy Police Department's ability to manage and prioritize cold case investigations because the City has the capacity to investigate current cold cases as new leads and evidence exists (See also responses to Findings 4.0 and 4.2).

Finding 6.0: *There is a need for additional training specific to cold case investigations for the law enforcement agencies in San Joaquin County.*

The City agrees with this finding and the Tracy Police Department intends to send two detectives to cold case homicide training in fiscal year 2021.

Finding 6.1: *The lack of organized computer databases for cold cases is impeding the effective evaluation and investigation of cold cases in San Joaquin County.*

The City disagrees with this finding as it relates to the Tracy Police Department's ability to effectively evaluate and investigate cold cases. The Tracy Police Department maintains a computer database to track cold cases and shares its data with the San Joaquin County District Attorney's Office.

Finding 6.2: *The methods for prioritization of cold case investigations in San Joaquin County are often ineffective, with insufficient emphasis placed on available physical evidence.*

The City disagrees with this finding as it relates to the Tracy Police Department. The Tracy Police Department's method for prioritizing cold cases is effective as it is based on new investigative leads and advances in technology related to existing evidence.

Finding 6.3: *The exact number of cold case homicides in San Joaquin County that have testable DNA evidence is unknown due to the lack of effective tracking and evaluation methods.*

The City disagrees with this finding as it relates to the Tracy Police Department. The Tracy Police Department is able to identify the exact number of homicide cases it has and which cases have testable DNA evidence. Also, the Tracy Police Department is the only law enforcement agency in San Joaquin County that utilizes the California Department of Justice's laboratory and the Serological Research Institute ("SERI") (private forensic DNA laboratory) for DNA testing. The SERI laboratory utilizes the most cutting edge approved DNA techniques to analyze evidence.

Finding 6.4: *There are limitations on the amount of physical evidence that the State of California Department of Justice crime laboratories will process for cold case investigations due to staffing and prioritization.*

The City partially disagrees with this finding as to the impact that the California Department of Justice's processing of physical evidence has on the Tracy Police Department's ability to process physical evidence for cold case investigations. As stated above in Finding 6.3, the Tracy Police Department is not limited to using the California Department of Justice's laboratory; it also utilizes the SERI, which does not limit the amount of evidence the Tracy Police Department may submit for testing.

Finding 6.5: *Cold case homicides involving street gangs often present greater challenges due to the lack of testable DNA evidence and the lack of available or willing witnesses.*

The City partially disagrees with this finding as it relates to the Tracy Police Department's challenges with cold case homicides involving street gangs due to lack of testable DNA evidence. The Tracy Police Department has one cold case involving a gang homicide, but the challenge to this case is not due to the lack of testable DNA evidence. Rather, this case is unsolved due to uncooperative witnesses which is out of the Tracy Police Department's control.

Finding 7.0: *The elevation of cold case investigations as a priority is vital to the future success in investigating and solving cold cases in San Joaquin County.*

The City partially disagrees with this finding as to any implications made regarding the Tracy Police Department's prioritizing of investigating and solving cold cases. The Tracy Police Department prioritizes investigation of cold cases as time, evidence and leads exist.

Finding 7.1: *The utilization of innovative technology and emerging techniques is an essential element to the future success of investigating and solving cold cases in San Joaquin County.*

The City agrees with this finding.

Finding 7.2: *The level of collaboration between law enforcement agencies and the District Attorney's Office is a critical component to success in solving and prosecuting cold cases.*

The City agrees with this finding.

Finding 7.3: *There is minimal contact between the District Attorney's Office and cold case investigative staff in San Joaquin County due to lack of staffing and priority.*

The City disagrees with this finding. With the forming of the Cold Case Task Force, the communication between the Tracy Police Department and the San Joaquin County District Attorney's Office is improving and moving in a positive direction.

Finding 7.4: *There is universal support amongst law enforcement agencies in San Joaquin County for the District Attorney's Office to form a Cold Case Task Force to support cold case investigation and prosecution.*

The City agrees with this finding and the Tracy Police Department will participate in the Cold Case Task Force which will be formed no later than March 31, 2020.

Finding 8.0: *There is no consistent procedure or practice for law enforcement agencies in San Joaquin County to maintain periodic contact with the family members of cold case victims.*

The City agrees with this finding and the Tracy Police Department will be implementing a process that requires contact with family members of cold case victims on at least an annual basis.

Recommendation R1: *Each law enforcement agency in San Joaquin County develop a plan to define, prioritize, and digitally track cold case investigations no later than December 31, 2019. Prioritization will emphasize available physical evidence and utilize emerging DNA testing techniques.*

This recommendation has been implemented. The Tracy Police Department acknowledges and accepts the definition of "cold case" which was adopted by all law enforcement agencies in San Joaquin County. The Tracy Police Department will prioritize and investigate "cold cases" based on new investigative leads or evidence. The Tracy Police Department maintains a list of all cold cases. This list is kept by the General Investigation's Sergeant and Records Supervisor in an excel spreadsheet which is kept in the Tracy Police Department's internal drive.

Recommendation R2: *Each law enforcement agency in San Joaquin County expand their definition of “cold case” to include missing persons with suspicious circumstances, and sexual assault (forcible rape and attempted rape), in addition to homicide no later than December 31, 2019.*

This recommendation has been implemented. The definition of a “cold case” was determined by all law enforcement agencies in San Joaquin County and the San Joaquin County District Attorney’s office. It is as follows:

A cold case is an unsolved crime previously reported to a law enforcement agency and the agency determines investigative leads were exhausted. The initial investigation of the cold case failed to result in the identification of a suspect, arrest of a suspect, the referral of the case to the District Attorney’s Office and/or the filing of criminal charges by the District Attorney’s Office.

Due to the passage of time, the development of evidence of other crimes, and/or the lack of further investigative leads, the law enforcement agency is no longer actively investigating the crime. These cases are deemed “open” investigations.

For the purposes of the Cold Case Task Force, “cold cases” include unsolved homicides, missing person cases with suspicious circumstances, and sexual assaults, specifically Penal Code section 261, where no suspect was identified.

Recommendation R8: *Each law enforcement agency in San Joaquin County sign a Partnership and Cooperation Agreement with the newly formed Cold Case Task Force no later than March 31, 2020.*

This recommendation has not yet been implemented, but will be implemented no later than March 31, 2020. The Tracy Police Department will participate in the Cold Case Task Force which will be formed no later than March 31, 2020. Due to staffing constraints, the Tracy Police Department is unable to commit a detective to this task force. The Tracy Police Department’s participation in the task force will consist of submitting its “cold case” list to the San Joaquin County District Attorney’s Office no later than February 20, 2020 and investigating its “cold cases” as new leads and/or evidence exists.

Currently, there is a request from the San Joaquin County District Attorney’s Office to have all law enforcement agencies in San Joaquin County sign a partnership and cooperation agreement to join the task force no later than March 31, 2020. The partnership and cooperation agreement will be drafted by the San Joaquin County District Attorney’s Office.

Recommendation R10: *Each law enforcement agency in San Joaquin County develop a procedure and practice for maintaining periodic contact with family members of cold case victims no later than March 31, 2020.*

This recommendation has been implemented. As a standard practice, all “cold cases” as now defined, will be on an active caseload and therefore assigned to a detective. The assigned detective will be expected to make periodic contact with the family of the victim(s) on an at least annual basis.

Currently, the Tracy Police Department has the following cold cases:

Homicides - 4

Honorable Judge Villapudua
February 18, 2020
Page 7

Sexual Assaults - 9 (These offenses have a ten year statute of limitations)
Missing Persons Cases with Suspicious Circumstances - 5

The City appreciates the opportunity to respond to the findings and recommendations contained in the Grand Jury Report.

Sincerely,

Robert Rickman, Mayor
On Behalf of the Tracy City Council

RESOLUTION _____

APPROVING RESPONSE TO THE SAN JOAQUIN COUNTY GRAND JURY FINAL REPORT
2018-2019 REGARDING COLD CASES

WHEREAS, In May 2019, the San Joaquin County Civil Grand Jury completed its Final Report, which included a case report, entitled "Cold Cases in San Joaquin County – On the Back Burner" (2018-2019 Case No. 0318), and

WHEREAS, The Grand Jury's case report investigated the various municipal and county law enforcement agencies in San Joaquin County, including the Tracy Police Department, to determine the status of cold case investigations, and

WHEREAS, The Tracy City Council is required to respond to all findings and recommendations R1, R2, R8, and R10, as indicated in 2018-2019 Case No. 0318, and

WHEREAS, A response to the findings and recommendations of the reports from the Tracy City Council is required under California Penal Code Sections 933 and 933.05, and

WHEREAS, The City Attorney has reviewed the findings and recommendations and prepared written responses addressing each item requested by the San Joaquin County Civil Grand Jury for Council to review and approve.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the City Attorney's prepared responses to the San Joaquin County Civil Grand Jury's case report, entitled, "Cold Cases in San Joaquin County – On the Back Burner" (2018-2019 Case No. 0318) and authorizes the Mayor to sign the response letter.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of February, 2020 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.O

REQUEST

**ADOPT A RESOLUTION UPDATING THE MASTER SALARY SCHEDULE AND
AMENDING THE CITY'S POSITION CONTROL ROSTER**

EXECUTIVE SUMMARY

The City has prepared an update to the Master Salary Schedule to reflect the recent rate increases for part-time limited service employees as of January 1, 2020. In addition, staff is recommending an amendment to the City's approved position control roster to add a Recreation Services Manager and delete a Recreation Services Supervisor.

DISCUSSION

The City of Tracy Master Employee Pay Schedule was adopted in January 2017, in order to comply with the Public Employees' Retirement Law (PERL), which governs the California Public Employees Retirement System, and CCR Section 570.5. The City Council must consider and approve any adjustments in pay rates/ranges or classification title changes for established positions by amending the master salary schedule. Per the respective adopted MOU's and Compensation and Benefit Plans, some part-time limited service classifications were due a rate increase effective with the pay period including January, 1, 2020. Therefore, it is recommended to update the Master Employee Salary Schedule as amended. (Attachment A).

Further, staff is requesting to modify the Position Control Roster to reflect a deletion of a Recreation Services Supervisor and an addition of a Recreation Services Manager. Due to increased demand on City's recreation and community facilities programs, there is an operational need for day-to-day management of the recreation division. Currently, there are (2) Recreation Services Supervisors with management oversight. The department has evaluated the oversight and functional needs of the division and desires to create a level of direct supervision at the recreation sites and provide added flexibility to make day-to-day decisions in the field. Upon approval of the position, the Recreation Services Manager will have oversight over the following services and programs: Senior Center, Legacy Fields, special events, recreation classes, park and facility rentals; as well as youth/teen programming.

STRATEGIC PLAN

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

FISCAL IMPACT

The proposed changes have been absorbed within the department budgets. There are sufficient funds for these amendments.

RECOMMENDATION

The City Council, by resolution, authorizes the Human Resources Director to update the Master Salary Schedule to reflect the amended rates for the part-time limited service classification and forward the resolution to CalPERS per CCR Section 570.5.

It further authorizes, by resolution, the Budget Officer to amend the adopted Position Control Roster to add a Recreation Manager and delete a Recreation Supervisor.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A - Master Salary Schedule

City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A		3,101.63	6,720.19	80,642.27	38.7703
			B		3,256.71	7,056.21	84,674.55	40.7089
			C		3,419.55	7,409.02	88,908.27	42.7444
			D		3,590.52	7,779.47	93,353.64	44.8816
			E		3,770.04	8,168.43	98,021.16	47.1256
4112	Accounting Assistant	TTSSEA	A		1,972.74	4,274.28	51,291.30	24.6593
			B		2,071.38	4,488.00	53,855.94	25.8923
			C		2,174.95	4,712.39	56,548.63	27.1868
			D		2,283.70	4,948.01	59,376.10	28.5462
			E		2,397.89	5,195.42	62,345.09	29.9736
4203	Accounting Coordinator	TTSSEA	A		2,819.57	6,109.06	73,308.77	35.2446
			B		2,960.55	6,414.53	76,974.39	37.0069
			C		3,108.59	6,735.27	80,823.23	38.8573
			D		3,264.02	7,072.04	84,864.50	40.8002
			E		3,427.23	7,425.66	89,107.95	42.8404
3103	Accounting Officer*	TMMBU	A		4,041.72	8,757.07	105,084.84	50.5216
			B		4,243.80	9,194.91	110,338.92	53.0476
			C		4,455.99	9,654.65	115,855.83	55.6999
			D		4,678.79	10,137.38	121,648.55	58.4849
			E		4,912.72	10,644.23	127,730.80	61.4090
4201	Accounting Technician	TTSSEA				0.00		
			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
4101	Administrative Assistant I	TTSSEA	E		2,948.95	6,389.39	76,672.63	36.8618
			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
4102	Administrative Assistant II	TTSSEA	E		2,150.24	4,658.85	55,906.16	26.8780
			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
8102	Administrative Assistant II-Confidential	CONF	E		2,387.26	5,172.40	62,068.78	29.8408
			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
4106	Administrative Assistant III	TTSSEA	E		2,446.47	5,300.69	63,608.31	30.5809
			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

Employees marked with an * (asterisk) are salaried
Employees are paid semi-monthly

City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4107	Administrative Technician	TTSSEA	A		2,426.10	5,256.56	63,078.66	30.3263
			B		2,547.41	5,519.38	66,232.61	31.8426
			C		2,674.77	5,795.34	69,544.05	33.4346
			D		2,808.52	6,085.12	73,021.48	35.1065
			E		2,948.95	6,389.39	76,672.63	36.8618
4425	Airport Coordinator	TTSSEA	A		2,338.79	5,067.38	60,808.55	29.2349
			B		2,455.74	5,320.76	63,849.18	30.6967
			C		2,578.52	5,586.80	67,041.56	32.2315
			D		2,707.44	5,866.12	70,393.44	33.8430
			E		2,842.81	6,159.42	73,913.05	35.5351
3510	Airport Manager*	TMMBU	A		3,148.39	6,821.51	81,858.07	39.3548
			B		3,305.80	7,162.56	85,950.76	41.3225
			C		3,471.09	7,520.70	90,248.37	43.3886
			D		3,644.64	7,896.72	94,760.64	45.5580
			E		3,826.87	8,291.55	99,498.55	47.8358
9322	Airport Operations Assistant	LS	A					13.0000
			B					13.6500
			C					14.3300
			D					15.0500
			E					15.8000
5522	Animal Services Aide	TEAMSTERS	A		1,346.24	2,916.85	35,002.16	16.8280
			B		1,413.55	3,062.70	36,752.35	17.6694
			C		1,484.24	3,215.85	38,590.16	18.5530
			D		1,558.45	3,376.65	40,519.81	19.4807
			E		1,636.37	3,545.46	42,545.57	20.4546
5521	Animal Services Officer I	TEAMSTERS	A		1,873.70	4,059.68	48,716.18	23.4212
			B		1,967.37	4,262.63	51,151.53	24.5921
			C		2,065.72	4,475.72	53,708.68	25.8215
			D		2,169.01	4,699.53	56,394.37	27.1127
			E		2,277.47	4,934.51	59,214.11	28.4683
5523	Animal Services Officer II	TEAMSTERS	A		2,057.16	4,457.17	53,486.04	25.7144
			B		2,160.02	4,680.04	56,160.50	27.0002
			C		2,268.03	4,914.06	58,968.75	28.3504
			D		2,381.42	5,159.75	61,917.02	29.7678
			E		2,500.51	5,417.78	65,013.31	31.2564
3620	Animal Services Manager*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
3621	Animal Services Supervisor	TMMBU	A		2,506.01	5,429.69	65,156.33	31.3252
			B		2,631.31	5,701.18	68,414.11	32.8914
			C		2,762.87	5,986.22	71,834.63	34.5359
			D		2,901.01	6,285.53	75,426.37	36.2627
			E		3,046.06	6,599.80	79,197.58	38.0758

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City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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 12-22-19

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

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City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3341	Building Official*	TMMBU	A		4,672.60	10,123.96	121,487.56	58.4075
			B		4,906.22	10,630.15	127,561.82	61.3278
			C		5,151.54	11,161.68	133,940.10	64.3943
			D		5,409.12	11,719.76	140,637.12	67.6140
			E		5,679.58	12,305.76	147,669.10	70.9948
4502	Building Permit Technician I	TTSSEA	A		2,143.60	4,644.47	55,733.68	26.7950
			B		2,250.79	4,876.71	58,520.47	28.1348
			C		2,363.32	5,120.52	61,446.28	29.5415
			D		2,481.49	5,376.57	64,518.85	31.0187
			E		2,605.57	5,645.41	67,744.93	32.5697
1506	City Attorney*	CONTRACT			8,653.85	18,750.00	225,000.00	108.1731
3110	City Clerk*	TMMBU	A		4,151.58	8,995.09	107,941.08	51.8948
			B		4,359.16	9,444.85	113,338.16	54.4895
			C		4,577.12	9,917.09	119,005.12	57.2140
			D		4,805.97	10,412.94	124,955.22	60.0746
			E		5,046.27	10,933.59	131,203.02	63.0784
1102	City Council Member*				270.00	585.00	7,020.00	
1501	City Manager*	CONTRACT			9,423.08	20,416.67	245,000.00	117.7885
1112	City Treasurer*				438.47	950.02	11,400.22	
9107	Clerical	LS	A					13.0000
			B					13.6500
			C					14.3300
			D					15.0500
			E					15.8000
3155	Code Compliance Analyst*	TMMBU	A		2,935.47	6,360.18	76,322.19	36.6934
			B		3,082.24	6,678.19	80,138.32	38.5280
			C		3,236.35	7,012.10	84,145.15	40.4544
			D		3,398.17	7,362.70	88,352.41	42.4771
			E		3,568.08	7,730.84	92,770.08	44.6010
5202	Code Enforcement Officer	TEAMSTERS	A		2,495.15	5,406.15	64,873.79	31.1893
			B		2,619.90	5,676.44	68,117.34	32.7487
			C		2,750.90	5,960.28	71,523.38	34.3862
			D		2,888.44	6,258.28	75,099.40	36.1055
			E		3,032.87	6,571.22	78,854.63	37.9109
5513	Community Services Officer	TEAMSTERS	A		2,178.74	4,720.60	56,647.24	27.2343
			B		2,287.68	4,956.64	59,479.68	28.5960
			C		2,402.05	5,204.44	62,453.30	30.0256
			D		2,522.16	5,464.68	65,576.16	31.5270
			E		2,648.28	5,737.94	68,855.28	33.1035
3623	Communications Unit Supervisor*	TMMBU	A		3,032.46	6,570.32	78,843.90	37.9057
			B		3,184.08	6,898.84	82,786.08	39.8010
			C		3,343.29	7,243.79	86,925.45	41.7911
			D		3,510.44	7,605.96	91,271.48	43.8805
			E		3,685.98	7,986.28	95,835.42	46.0747

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City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9113	Community Access Coordinator	LS	A					25.7200
			B					27.0100
			C					28.3600
			D					29.7700
			E					31.2600
3210	Community Development Analyst*	TMMBU	A		3,082.65	6,679.07	80,148.81	38.5331
			B		3,236.78	7,013.03	84,156.38	40.4598
			C		3,398.62	7,363.68	88,364.14	42.4828
			D		3,568.55	7,731.86	92,782.31	44.6069
			E		3,746.99	8,118.47	97,421.63	46.8373
3206	Community Devel Program Manager*	TMMBU	A		4,672.58	10,123.92	121,487.06	58.4072
			B		4,906.20	10,630.11	127,561.32	61.3276
			C		5,151.52	11,161.63	133,939.60	64.3940
			D		5,409.10	11,719.72	140,636.62	67.6138
			E		5,679.56	12,305.72	147,668.60	70.9945
3315	Community Preservation Manager*	TMMBU	A		3,642.60	7,892.29	94,707.48	45.5324
			B		3,824.71	8,286.87	99,442.39	47.8088
			C		4,015.96	8,701.24	104,414.92	50.1995
			D		4,216.75	9,136.30	109,635.55	52.7094
			E		4,427.59	9,593.11	115,117.27	55.3448
5222	Construction Inspector I	TEAMSTERS	A		2,799.99	6,066.65	72,799.83	34.9999
			B		2,940.01	6,370.02	76,440.25	36.7501
			C		3,087.00	6,688.51	80,262.12	38.5876
			D		3,241.35	7,022.93	84,275.19	40.5169
			E		3,403.43	7,374.10	88,489.19	42.5429
5223	Construction Inspector II	TEAMSTERS	A		2,939.84	6,369.65	76,435.76	36.7480
			B		3,086.82	6,688.12	80,257.38	38.5853
			C		3,241.16	7,022.52	84,270.20	40.5145
			D		3,403.24	7,373.68	88,484.20	42.5405
			E		3,573.39	7,742.34	92,908.11	44.6674
3501	Community Services Supervisor*	TMMBU	A		3,382.04	7,327.76	87,933.08	42.2755
			B		3,551.14	7,694.13	92,329.54	44.3892
			C		3,728.70	8,078.84	96,946.14	46.6087
			D		3,915.13	8,482.78	101,793.37	48.9391
			E		4,110.88	8,906.91	106,882.96	51.3860
4605	Crime Analyst	TTSSEA	A		2,646.91	5,734.98	68,819.71	33.0864
			B		2,779.26	6,021.72	72,260.70	34.7407
			C		2,918.23	6,322.83	75,873.91	36.4778
			D		3,064.14	6,638.96	79,667.58	38.3017
			E		3,217.34	6,970.91	83,650.94	40.2168

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5514	Crime Prevention Specialist	TEAMSTERS	A		2,256.85	4,889.85	58,678.21	28.2107
			B		2,369.71	5,134.38	61,612.51	29.6214
			C		2,488.20	5,391.09	64,693.08	31.1024
			D		2,612.59	5,660.62	67,927.39	32.6574
			E		2,743.21	5,943.62	71,323.45	34.2901
5517	Crime Scene Technician	TEAMSTERS	A		2,444.15	5,295.66	63,547.90	30.5519
			B		2,566.35	5,560.43	66,725.10	32.0794
			C		2,694.67	5,838.45	70,061.42	33.6834
			D		2,829.40	6,130.37	73,564.40	35.3675
			E		2,970.88	6,436.91	77,242.88	37.1360
3622	Crime Scene Unit Supervisor	TMMBU	A		2,563.99	5,555.31	66,663.74	32.0499
			B		2,692.18	5,833.06	69,996.68	33.6523
			C		2,826.78	6,124.69	73,496.28	35.3348
			D		2,968.12	6,430.93	77,171.12	37.1015
			E		3,116.52	6,752.46	81,029.52	38.9565
1108	Cultural Arts Commissioner			Stipend \$50.00 per meeting				
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A		3,382.05	7,327.78	87,933.33	42.2756
			B		3,551.15	7,694.15	92,329.79	44.3893
			C		3,728.71	8,078.87	96,946.39	46.6088
			D		3,915.14	8,482.80	101,793.62	48.9392
			E		4,110.90	8,906.96	106,883.46	51.3863
9552	D.A.R.E Officer	LS	A					33.9500
			B					35.6500
			C					37.5300
			D					39.3000
			E					41.2700
2571	Deputy City Attorney I*	CONF	A		4,481.66	9,710.27	116,523.26	56.0208
			B		4,705.75	10,195.79	122,349.43	58.8218
			C		4,941.04	10,705.59	128,467.12	61.7630
			D		5,188.10	11,240.88	134,890.58	64.8512
			E		5,447.49	11,802.90	141,634.77	68.0936
2572	Deputy City Attorney II*	CONF	A		4,929.84	10,681.32	128,175.84	61.6230
			B		5,176.34	11,215.40	134,584.82	64.7042
			C		5,435.15	11,776.15	141,313.79	67.9393
			D		5,706.91	12,364.98	148,379.71	71.3364
			E		5,992.25	12,983.21	155,798.57	74.9032
4116	Deputy City Clerk	TTSSEA	A		2,605.91	5,646.14	67,753.67	32.5739
			B		2,736.21	5,928.46	71,141.49	34.2026
			C		2,873.01	6,224.86	74,698.29	35.9126
			D		3,016.68	6,536.13	78,433.56	37.7084
			E		3,167.50	6,862.92	82,355.02	39.5938

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City of Tracy
Master Salary Schedule

Effective 12-22-19

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

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

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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					17.1600
			B					18.0200
			C					18.9200
			D					19.8600
			E					20.8600
1522	Finance Director*	DH	Min		6,223.65	13,484.58	161,815.00	77.7957
			Max		7,558.80	16,377.39	196,528.74	94.4850
2525	Finance Division Manager*	CONF	A		4,483.90	9,715.12	116,581.42	56.0488
			B		4,708.10	10,200.88	122,410.58	58.8512
			C		4,943.51	10,710.94	128,531.27	61.7939
			D		5,190.68	11,246.48	134,957.72	64.8835
			E		5,450.23	11,808.83	141,705.91	68.1278
3715	Fire Battalion Chief*	SCFCOA	A		4,549.40	9,857.04	118,284.44	40.6197
			B		4,776.86	10,349.87	124,198.46	42.6506
			C		5,015.70	10,867.36	130,408.26	44.7831
			D		5,266.49	11,410.73	136,928.81	47.0223
			E		5,529.82	11,981.28	143,775.34	49.3734
7105	Fire Captain	TFFA	A		3,461.96	7,500.92	90,011.00	30.9104
			B		3,635.17	7,876.21	94,514.53	32.4569
			C		3,816.82	8,269.77	99,237.22	34.0787
			D		4,007.65	8,683.25	104,199.01	35.7826
			E		4,208.04	9,117.41	109,408.92	37.5717
1514	Fire Chief*	DH	Min		6670.57	14,452.90	173,434.80	83.3821
			Max		8106.70	17,564.52	210,774.29	101.3338
2751	Fire Division Chief*	CONF	A		5451.55	11,811.70	141,740.35	68.1444
			B		5724.12	12,402.27	148,827.24	71.5516
			C		6010.34	13,022.40	156,268.82	75.1292
			D		6310.86	13,673.52	164,082.30	78.8857
			E		6626.40	14,357.20	172,286.40	82.8300
7103	Fire Engineer	TFFA	A		3046.91	6,601.63	79,219.55	27.2045
			B		3199.23	6,931.66	83,179.95	28.5645
			C		3359.21	7,278.29	87,339.53	29.9930
			D		3527.17	7,642.21	91,706.53	31.4926
			E		3703.54	8,024.33	96,291.94	33.0673
5213	Fire Inspector	TEAMSTERS	A		2938.05	6,365.78	76,389.33	36.7256
			B		3084.96	6,684.08	80,208.96	38.5620
			C		3239.22	7,018.32	84,219.78	40.4903
			D		3401.16	7,369.19	88,430.28	42.5146
			E		3571.23	7,737.66	92,851.95	44.6404

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2752	Fire Marshal*	CONF	A		4788.49	10,375.06	124,500.73	59.8561
			B		5027.90	10,893.79	130,725.50	62.8488
			C		5279.31	11,438.50	137,262.03	65.9914
			D		5543.28	12,010.44	144,125.28	69.2910
			E		5820.43	12,610.94	151,331.23	72.7554
9563	Fire Reserve	LS	A					13.0000
								13.6500
								14.3300
								15.0500
								15.8000
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	23.6192
					(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
3404	Fleet Supervisor*	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
4206	GIS Technician	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168
2511	Human Resources Analyst I*	CONF	A		2913.88	6,313.40	75,760.84	36.4235
			B		3059.58	6,629.08	79,549.02	38.2447
			C		3212.54	6,960.51	83,526.14	40.1568
			D		3373.17	7,308.54	87,702.45	42.1646
			E		3541.83	7,673.97	92,087.67	44.2729
2512	Human Resources Analyst II*	CONF	A		3350.87	7,260.22	87,122.63	41.8859
			B		3518.41	7,623.22	91,478.65	43.9801
			C		3694.33	8,004.38	96,052.57	46.1791
			D		3879.05	8,404.61	100,855.37	48.4882
			E		4073.01	8,824.86	105,898.29	50.9126
1518	Human Resources Director*	DH	Min		6223.65	13,484.58	161,815.00	77.7957
			Max		7558.80	16,377.39	196,528.69	94.4849

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City of Tracy
Master Salary Schedule

Effective 12-22-19

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2562	Human Resources Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
4301	Human Resources Technician	CONF	A		2486.27	5,386.91	64,642.91	31.0783
			B		2610.59	5,656.27	67,875.23	32.6323
			C		2741.12	5,939.09	71,269.04	34.2640
			D		2878.17	6,236.03	74,832.33	35.9771
			E		3022.08	6,547.84	78,574.08	37.7760
4204	Information Systems Technician I	TTSSEA	A		2301.67	4,986.95	59,843.35	28.7708
			B		2416.76	5,236.32	62,835.80	30.2095
			C		2537.61	5,498.15	65,977.77	31.7201
			D		2664.48	5,773.04	69,276.48	33.3060
			E		2797.70	6,061.68	72,740.18	34.9712
4205	Information Systems Technician II	TTSSEA	A		2646.91	5,734.98	68,819.71	33.0864
			B		2779.26	6,021.72	72,260.70	34.7407
			C		2918.23	6,322.83	75,873.91	36.4778
			D		3064.14	6,638.96	79,667.58	38.3017
			E		3217.34	6,970.91	83,650.94	40.2168
2553	Information Technology Manager*	CONF	A		4483.90	9,715.12	116,581.42	56.0488
			B		4708.10	10,200.88	122,410.58	58.8512
			C		4943.51	10,710.94	128,531.27	61.7939
			D		5190.68	11,246.48	134,957.72	64.8835
			E		5450.23	11,808.83	141,705.91	68.1278
3111	Information Technology Specialist*	TMMBU	A		3176.31	6,882.01	82,584.15	39.7039
			B		3335.13	7,226.11	86,713.29	41.6891
			C		3501.88	7,587.40	91,048.84	43.7735
			D		3676.97	7,966.77	95,601.29	45.9622
			E		3860.82	8,365.12	100,381.38	48.2603
5413	Instrumentation Technician	TEAMSTERS	A		2805.16	6,077.84	72,934.12	35.0645
			B		2945.42	6,381.75	76,581.02	36.8178
			C		3092.70	6,700.84	80,410.14	38.6587
			D		3247.32	7,035.87	84,430.44	40.5916
			E		3409.69	7,387.66	88,651.93	42.6211
9108	Intern-Generalist	LS	A					17.8100
			B					18.7000
			C					19.6400
			D					20.6200
			E					21.6500
5224	Junior Engineer	TEAMSTERS	A		2846.47	6,167.35	74,008.15	35.5808
			B		2988.79	6,475.71	77,708.47	37.3598
			C		3138.22	6,799.48	81,593.74	39.2278
			D		3295.13	7,139.45	85,673.45	41.1892
			E		3459.89	7,496.42	89,957.09	43.2486

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5423	Laboratory Quality Assurance Officer	TEAMSTERS	A		2641.62	5,723.52	68,682.18	33.0203
			B		2773.71	6,009.70	72,116.43	34.6714
			C		2912.39	6,310.18	75,722.15	36.4049
			D		3058.01	6,625.69	79,508.33	38.2252
			E		3210.91	6,956.98	83,483.71	40.1364
5421	Laboratory Technician I	TEAMSTERS	A		2236.72	4,846.23	58,154.80	27.9590
			B		2348.55	5,088.53	61,062.39	29.3569
			C		2465.99	5,342.98	64,115.75	30.8249
			D		2589.28	5,610.11	67,321.36	32.3660
			E		2718.74	5,890.60	70,687.22	33.9842
5422	Laboratory Technician II	TEAMSTERS	A		2337.61	5,064.82	60,777.85	29.2201
			B		2454.48	5,318.04	63,816.48	30.6810
			C		2577.21	5,583.95	67,007.37	32.2151
			D		2706.07	5,863.15	70,357.75	33.8258
			E		2841.37	6,156.30	73,875.61	35.5171
3508	Landscape Architect*	TMMBU	A		3596.76	7,792.97	93,515.64	44.9594
			B		3776.60	8,182.64	98,191.64	47.2075
			C		3965.42	8,591.75	103,101.02	49.5678
			D		4163.69	9,021.33	108,256.01	52.0462
			E		4371.89	9,472.42	113,669.09	54.6486
5504	Lead Public Safety Dispatcher	TEAMSTERS	A		2861.26	6,199.40	74,392.78	35.7658
			B		3004.33	6,509.38	78,112.57	37.5541
			C		3154.55	6,834.86	82,018.31	39.4319
			D		3312.28	7,176.60	86,119.24	41.4035
			E		3477.90	7,535.44	90,425.34	43.4737
4109	Legal Secretary	CONF	A		2670.54	5,786.16	69,433.98	33.3817
			B		2804.06	6,075.47	72,905.66	35.0508
			C		2944.27	6,379.26	76,551.07	36.8034
			D		3091.49	6,698.22	80,378.69	38.6436
			E		3246.06	7,033.12	84,397.50	40.5757
9636	Lifeguard	LS	A					13.0000
			B					13.6500
			C					14.3300
			D					15.0500
			E					15.8000
9303	Maintenance Aide	LS	A					14.5600
			B					15.2900
			C					16.0500
			D					16.8600
			E					17.7000
5301	Maintenance Worker I	TEAMSTERS	A		1667.29	3,612.46	43,349.53	20.8411
			B		1750.66	3,793.09	45,517.06	21.8832
			C		1838.19	3,982.74	47,792.91	22.9774
			D		1930.10	4,181.88	50,182.58	24.1262
			E		2026.61	4,390.98	52,691.81	25.3326

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

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

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9501	Police Intern/Parking Enforcement Officer	LS	A					16.9000
			B					17.7500
			C					18.6300
			D					19.5600
			E					20.5400
6211	Police Lieutenant*	TPMA	A		4769.80	10,334.56	124,014.76	59.6225
			B		5008.28	10,851.28	130,215.32	62.6035
			C		5258.71	11,393.87	136,726.39	65.7338
			D		5521.63	11,963.54	143,562.43	69.0204
			E		5797.71	12,561.70	150,740.43	72.4714
6102	Police Officer	TPOA	A	3,449.72		6,899.44	82,793.28	39.8029
			B	3,622.21		7,244.42	86,933.04	41.7931
			C	3,803.33		7,606.66	91,279.92	43.8829
			D	3,993.51		7,987.02	95,844.24	46.0772
			E	4,193.17		8,386.34	100,636.08	48.3809
4103	Police Records Assistant I	TTSSEA	A		1993.59	4,319.45	51,833.43	24.9199
			B		2093.28	4,535.44	54,425.28	26.1660
			C		2197.95	4,762.22	57,146.67	27.4744
			D		2307.84	5,000.32	60,003.84	28.8480
			E		2423.23	5,250.34	63,004.03	30.2904
4104	Police Records Assistant II	TTSSEA	A		2093.25	4,535.38	54,424.53	26.1656
			B		2197.93	4,762.18	57,146.17	27.4741
			C		2307.81	5,000.26	60,003.09	28.8476
			D		2423.20	5,250.27	63,003.28	30.2900
			E		2544.37	5,512.81	66,153.73	31.8047
9551	Police Reserve	LS	A					37.8600
6105	Police Sergeant	TPOA	A	4,157.12		8,314.24	99,770.88	47.9649
			B	4,364.99		8,729.98	104,759.76	50.3633
			C	4,583.25		9,166.50	109,998.00	52.8816
			D	4,812.40		9,624.80	115,497.60	55.5256
			E	5,053.04		10,106.08	121,272.96	58.3021
2712	Police Support Operations Manager*	CONF	A		5075.13	10,996.11	131,953.29	63.4391
			B		5328.89	11,545.93	138,551.21	66.6112
			C		5595.33	12,123.22	145,478.61	69.9416
			D		5875.09	12,729.37	152,752.45	73.4387
			E		6168.85	13,365.85	160,390.21	77.1107
4701	Police Support Services Technician	TTSSEA	A		2426.10	5,256.56	63,078.66	30.3263
			B		2547.41	5,519.38	66,232.61	31.8426
			C		2674.77	5,795.34	69,544.05	33.4346
			D		2808.52	6,085.12	73,021.48	35.1065
			E		2948.95	6,389.39	76,672.63	36.8618
6101	Police Trainee (Non-Sworn)	TPOA	A	2,999.66		5,999.32	71,991.84	34.6101

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9638	Pool Manager	LS	A					18.4700
			B					19.3900
			C					20.3600
			D					21.3800
			E					22.4500
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					48.5000
			B					50.9200
			C					53.4700
			D					56.1400
			E					58.9500
9110	Program Assistant	LS	Min					13.0000
			Max					22.3800
9231	Project Specialist I	LS	Min					13.0000
			Max					43.3500
9232	Project Specialist II	LS	Min					43.3600
			Max					122.2000
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					30.9100
			B					32.4600
			C					34.0800
			D					35.7800
			E					37.5700

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City of Tracy
Master Salary Schedule

Effective 12-22-19

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A		2725.02	5,904.20	70,850.46	34.0627
			B		2861.26	6,199.40	74,392.78	35.7658
			C		3004.33	6,509.38	78,112.57	37.5541
			D		3154.55	6,834.86	82,018.31	39.4319
			E		3312.28	7,176.60	86,119.24	41.4035
1512	Public Works Director*	DH	Min		6223.65	13,484.58	161,814.90	77.7956
			Max		7558.80	16,377.39	196,528.74	94.4850
3401	Public Works Superintendent*	TMMBU	A		3778.60	8,186.96	98,243.56	47.2325
			B		3967.53	8,596.31	103,155.69	49.5941
			C		4165.90	9,026.12	108,313.42	52.0738
			D		4374.20	9,477.44	113,729.24	54.6775
			E		4592.90	9,951.28	119,415.38	57.4112
3405	Public Works Supervisor	TMMBU	A		3148.39	6,821.51	81,858.07	39.3548
			B		3305.80	7,162.56	85,950.76	41.3225
			C		3471.09	7,520.70	90,248.37	43.3886
			D		3644.64	7,896.72	94,760.64	45.5580
			E		3826.87	8,291.55	99,498.55	47.8358
9517	Range Master	LS	A					29.1000
			B					30.5500
			C					32.0800
			D					33.6800
			E					35.3700
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					13.0000
			B					13.6500
			C					14.3300
			D					15.0400
			E					15.8000
9632	Recreation Leader II	LS	A					16.2800
			B					17.1000
			C					17.9500
			D					18.8500
			E					19.7900

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Effective 12-22-19

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9633	Recreation Leader III	LS	A					18.4700
			B					19.3900
			C					20.3600
			D					21.3800
			E					22.4500
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					13.0000
			Max					46.1100
3433	Safety Coordinator	TMMBU	A		2843.37	6,160.63	73,927.53	35.5421
			B		2985.52	6,468.63	77,623.60	37.3190
			C		3134.80	6,792.07	81,504.88	39.1850
			D		3291.53	7,131.65	85,579.85	41.1442
			E		3456.12	7,488.27	89,859.24	43.2016
3105	Senior Accountant*	TMMBU	A		3514.57	7,614.90	91,378.81	43.9321
			B		3690.30	7,995.64	95,947.74	46.1287
			C		3874.82	8,395.44	100,745.30	48.4352
			D		4068.56	8,815.21	105,782.48	50.8570
			E		4271.99	9,255.98	111,071.75	53.3999

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Effective 12-22-19

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4113	Senior Accounting Assistant	TTSSEA	A		2174.41	4,711.22	56,534.65	27.1801
			B		2283.13	4,946.78	59,361.37	28.5391
			C		2397.29	5,194.13	62,329.61	29.9662
			D		2517.16	5,453.84	65,446.12	31.4645
			E		2643.01	5,726.53	68,718.37	33.0377
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2373.85	5,143.34	61,720.09	29.6731
			B		2492.53	5,400.49	64,805.89	31.1567
			C		2617.15	5,670.50	68,045.95	32.7144
			D		2748.02	5,954.04	71,448.50	34.3502
			E		2885.43	6,251.77	75,021.27	36.0679
5325	Senior Electrician	TEAMSTERS	A		3096.88	6,709.91	80,518.96	38.7110
			B		3251.74	7,045.44	84,545.26	40.6468
			C		3414.34	7,397.73	88,772.74	42.6792
			D		3585.04	7,767.59	93,211.12	44.8130
			E		3764.29	8,155.97	97,871.65	47.0537
3304	Senior Engineer*	TMMBU	A		4378.92	9,487.67	113,852.04	54.7366
			B		4597.87	9,962.06	119,544.67	57.4734
			C		4827.76	10,460.15	125,521.84	60.3470
			D		5069.15	10,983.15	131,797.79	63.3643
			E		5322.61	11,532.33	138,387.97	66.5327
5315	Senior Equipment Mechanic	TEAMSTERS	A		2497.43	5,411.10	64,933.19	31.2179
			B		2622.29	5,681.62	68,179.49	32.7786
			C		2753.41	5,965.73	71,588.77	34.4177
			D		2891.08	6,264.00	75,168.04	36.1385
			E		3035.63	6,577.19	78,926.27	37.9453
2513	Senior Human Resources Analyst*	CONF	A		3673.12	7,958.43	95,501.20	45.9140
			B		3856.77	8,356.34	100,276.05	48.2096
			C		4049.61	8,774.15	105,289.77	50.6201
			D		4252.10	9,212.88	110,554.58	53.1512
			E		4464.70	9,673.52	116,082.22	55.8088
4208	Senior Information Systems Technician	TTSSEA	A		2911.60	6,308.47	75,701.68	36.3950
			B		3057.18	6,623.88	79,486.62	38.2147
			C		3210.05	6,955.10	83,461.25	40.1256
			D		3370.55	7,302.86	87,634.31	42.1319
			E		3539.07	7,667.98	92,015.79	44.2384
9637	Senior Lifeguard	LS	A					16.2800
			B					17.1000
			C					17.9500
			D					18.8500
			E					19.7900
5305	Senior Maintenance Worker	TEAMSTERS	A		2331.45	5,051.47	60,617.61	29.1431
			B		2448.00	5,304.00	63,648.00	30.6000
			C		2570.40	5,569.20	66,830.40	32.1300
			D		2698.93	5,847.69	70,172.29	33.7367
			E		2833.87	6,140.06	73,680.67	35.4234

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Effective 12-22-19

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3203	Senior Planner*	TMMBU	A		3753.75	8,133.13	97,597.59	46.9219
			B		3941.44	8,539.79	102,477.52	49.2680
			C		4138.52	8,966.80	107,601.56	51.7315
			D		4345.44	9,415.12	112,981.44	54.3180
			E		4562.71	9,885.87	118,630.39	57.0338
5402	Senior Water Plant Operator	TEAMSTERS	A		2930.29	6,348.97	76,187.65	36.6287
			B		3076.81	6,666.42	79,997.05	38.4601
			C		3230.65	6,999.74	83,996.89	40.3831
			D		3392.18	7,349.72	88,196.66	42.4022
			E		3561.79	7,717.22	92,606.59	44.5224
5407	Senior WW Plant Operator	TEAMSTERS	A		2750.37	5,959.14	71,509.65	34.3796
			B		2887.86	6,257.04	75,084.42	36.0983
			C		3032.26	6,569.89	78,838.66	37.9032
			D		3183.88	6,898.40	82,780.84	39.7985
			E		3343.09	7,243.37	86,920.45	41.7887
3343	Supervising Building & Fire Inspector	TMMBU	A		3360.68	7,281.48	87,377.72	42.0085
			B		3528.71	7,645.54	91,746.47	44.1089
			C		3705.15	8,027.82	96,333.87	46.3144
			D		3890.41	8,429.22	101,150.65	48.6301
			E		4084.93	8,850.69	106,208.29	51.0617
3345	Supervising Construction Inspector	TMMBU	A		3503.09	7,590.02	91,080.29	43.7886
			B		3678.25	7,969.54	95,634.49	45.9781
			C		3862.16	8,368.01	100,416.08	48.2770
			D		4055.26	8,786.40	105,436.78	50.6908
			E		4258.02	9,225.72	110,708.58	53.2253
3344	Supervising Plans Examiner*	TMMBU	A		3295.76	7,140.81	85,689.68	41.1970
			B		3460.54	7,497.84	89,974.06	43.2568
			C		3633.58	7,872.76	94,473.10	45.4198
			D		3815.25	8,266.38	99,196.53	47.6906
			E		4006.02	8,679.72	104,156.58	50.0753
3523	Technical Theatre Supervisor*	TMMBU	A		2807.61	6,083.15	72,997.77	35.0951
			B		2948.00	6,387.33	76,647.92	36.8500
			C		3095.39	6,706.67	80,480.03	38.6923
			D		3250.16	7,042.01	84,504.08	40.6270
			E		3412.68	7,394.13	88,729.56	42.6584
4461	Theatre Operations & Tech Asst	TTSSEA	A		1964.02	4,255.37	51,064.42	24.5502
			B		2062.21	4,468.13	53,617.57	25.7777
			C		2165.33	4,691.54	56,298.53	27.0666
			D		2273.59	4,926.11	59,113.27	28.4198
			E		2387.26	5,172.40	62,068.78	29.8408
9361	Theatre Technician	LS	A					27.7300
			B					29.1200
			C					30.5700
			D					32.1000
			E					33.7100

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1109	Transportation Commissioner			Stipend \$50.00 per meeting				
3423	Treatment Plant Facilities Maintenance Superintendent*	TMMBU	A		3921.14	8,495.80	101,949.62	49.0142
			B		4117.19	8,920.58	107,046.95	51.4649
			C		4323.05	9,366.61	112,399.37	54.0382
			D		4539.21	9,834.95	118,019.37	56.7401
			E		4766.16	10,326.68	123,920.16	59.5770
3410	Treatment Plant Facilities Maintenance Supervisor	TMMBU	A		3267.61	7,079.82	84,957.85	40.8451
			B		3430.99	7,433.82	89,205.79	42.8874
			C		3602.54	7,805.51	93,666.14	45.0318
			D		3782.67	8,195.78	98,349.39	47.2834
			E		3971.81	8,605.58	103,267.01	49.6476
1520	Utilities Director*	DH	Min		6670.57	14,452.90	173,434.80	83.3821
			Max		8106.70	17,564.52	210,774.29	101.3338
3424	Utilities Laboratory Supervisor*	TMMBU	A		3529.05	7,646.27	91,755.21	44.1131
			B		3705.49	8,028.57	96,342.85	46.3187
			C		3890.76	8,429.99	101,159.88	48.6346
			D		4085.30	8,851.48	106,217.78	51.0662
			E		4289.57	9,294.06	111,528.77	53.6196
3403	Utility Line Maintenance Superintendent*	TMMBU	A		3849.88	8,341.40	100,096.84	48.1235
			B		4042.37	8,758.46	105,101.57	50.5296
			C		4244.49	9,196.39	110,356.65	53.0561
			D		4456.71	9,656.21	115,874.55	55.7089
			E		4679.55	10,139.02	121,668.27	58.4944
5404	Utility Operator	TEAMSTERS	A		3138.66	6,800.44	81,605.22	39.2333
			B		3295.57	7,140.41	85,684.93	41.1947
			C		3460.37	7,497.46	89,969.57	43.2546
			D		3633.38	7,872.32	94,467.86	45.4172
			E		3815.05	8,265.94	99,191.29	47.6881
9351	Water Patrol Aide	LS	A					15.3400
			B					16.1100
			C					16.9100
			D					17.7600
			E					18.6500
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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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 _____

AMENDING THE CITY OF TRACY MASTER SALARY SCHEDULE AND
POSITION CONTROL ROSTER

WHEREAS, The City Council approves all salary schedules which include classification titles and pay rates/ranges, and

WHEREAS, The City Council approves the position control roster for budgeted positions, and

WHEREAS, In order to comply with the Public Employees' Retirement Law (PERL) which governs the California Public Employees Retirement System, and CCR Section 570.5, the City must establish a Master Employee Salary Schedule, and

WHEREAS, Some part-time limited service classifications were due a rate increase effective with the pay period including January 1, 2020, and

WHEREAS, Staff is recommending a modification to the position control roster;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby authorizes the Human Resources Director to update the Master Salary Schedule to reflect the amended rates for the part-time limited service classification and forward the resolution to CalPERS per CCR Section 570.5.

BE IT FURTHER RESOLVED, That the City Council of the City of Tracy authorizes the Budget Officer to amend the adopted Position Control Roster to add a Recreation Manager and delete a Recreation Supervisor.

* * * * *

The foregoing Resolution 2020 _____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.A

REQUEST

RECEIVE THE ANNUAL REPORT OF THE PARKS AND COMMUNITY SERVICES COMMISSION

EXECUTIVE SUMMARY

The Parks and Community Services Commission was formed by the City Council for the purpose of advising the Council on the planning and development of park and recreation facilities and delivery of recreation and community service programs. At the February 7, 2017 regular City Council meeting, the Council expressed the desire to receive an annual report from all of the City's Commissions to be placed on the consent calendar. This year, the report will be presented by a Commission-appointed Commissioner during the regular consent calendar.

This report is an accounting of the Parks and Community Services Commission for FY 18/19 as well as projected goals for FY 19/20.

DISCUSSION

The Parks and Community Services Commission (Parks Commission) was formed with the purpose of providing citizen and community perspective and input, and advising the Council on the planning and development of park and recreation facilities and delivery of recreation and community service programs. The Parks Commission also provides the Parks and Recreation Department and Community Development with review of park planning and design, the naming of parks, and provides input and community perspective regarding recreational programs and services. In addition, the Commission reviews applications and makes recommendations to City Council for the Community Development Block Grant (CDBG) funding of service programs provided by non-governmental organizations (NGOs).

In FY 18/19, the Parks Commission had three primary focus areas as listed below. Under each area, there is an update on Commission activities.

1. COMMUNITY OUTREACH

1.A Ensure representation with the Tracy Friends for Parks, Recreation & Community Services Foundation

→ The Commission assigned a member to participate regularly at the Foundation's meeting.

1.B. Ensure representation with the Tracy Senior Association

→ The Commission assigned a member to participate regularly at the Tracy Senior Association's meetings.

1.C. Public Outreach at Block Party or other City events twice per year

→ Two or more members of the Commission were present at the following City events in 2018/19:

- Farmers Market
- Block Parties (5)
- Blues, Brews & BBQ Event
- Tracy Wine Stroll

1.D. Public Outreach to Senior Community

- The Commission conducted a Special Meeting November 6, 2019 at the Lolly Hansen Senior Center to discuss specific concerns and needs of the senior community.

1.E. Increase communications with local school districts

- 1. E.1 - One TUSD School Board member participates as a Commissioner and provides monthly reports on the Parks Commission activities to Tracy Unified School District.
- 1. E.2. - The Commission assigned a member to participate and attend the City/School Liaison meetings and report back to the Commission

2. PROGRAM ENHANCEMENT

- Support the Revitalization of the Rollin' Rec Program
- Participated in the annual review and update of the Sports Field User Handbook
- Assisted in Youth Commission application review process
- Conducted a public hearing and made recommendations regarding the Park Free Speech Policy
- Provided feedback on policies related to park reservations and scheduling
- Provided input and recommendations related to updating of City Park sign design standards

3. PARK PLANNING AND DEVELOPMENT

3.A. The Parks Commission reviewed and provided feedback on staff proposals to update park signage City-wide.

3.B. The Parks Commission reviewed a request for the renaming of the Tracy Ball Park to Ritter Family Ball Park.

3.C. The Parks Commission received a detailed update on a variety of park related issues and offered feedback on the following:

- 3.C.1 Status of the Tracy Hills Park development
- 3.C.2 Construction & Security issues related to Legacy Fields
- 3.C.3 Park maintenance practices and status
- 3.C.4 Status of the Aquatics Center

4. CDBG Community Services Funding

- In 2018/2019, City staff worked with Parks Commission members to improve the 2019/2020 funding review process. These changes amended the scoring system so that scores better reflected the quality of applications and how well proposed services might address demonstrated community needs.
- The Commission also amended funding guidelines. New funding guidelines provided larger grants to programs that received the highest ratings.
- In 2018/2019 16 nonprofit organizations submitted project applications which 12 of the 16 were awarded funding. There was a total of 22 projects submitted which 14 of those projects were awarded the funding.

The Parks Commission has already created and begun working on additional goals for FY 19/20. Our new goals as a commission for FY 19/20 are as follows:

Focus Area: COMMUNITY OUTREACH

- Ensure representation with the Tracy Friends for Parks, Recreation & Community Services Foundation (This liaison effort has produced funding for the first City dog park and other park improvements)
- Ensure representation with the Tracy Senior Association
- Public outreach at community events twice per year
- Public outreach to senior community
- Increase communications with local school districts

Focus Area: PROGRAM ENHANCEMENT

- Sponsor and support the revitalization of the Rollin' Rec Program
- Park Facility and Sports Field Safety

In addition to these goals, the Commission has established a subcommittee to explore opportunities to support staff and better advise City Council in regard to City community service activities and needs.

STRATEGIC PLAN

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

FISCAL IMPACT

Staff costs related to support of the Parks and Community Services Commission are included in the Parks and Recreation Department General Fund budget.

RECOMMENDATION

That the City Council accept the annual report of the Parks and Community Services Commission.

Prepared by: Sub Committee Members - Chair Miller and Commissioners Levoit and Jimenez

Reviewed by: Brian MacDonald, Parks and Recreation Director

Approved by: Jenny Haruyama, City Manager

AGENDA ITEM 3.B

REQUEST

**ACCEPT THE CITY OF TRACY POLICE DEPARTMENT'S ANNUAL
REPORT FOR 2019**

EXECUTIVE SUMMARY

The Tracy Police Department has prepared the City of Tracy Police Department's 2019 Annual Report. The report provides the citizens of Tracy with a statistical review of the Department's performance, efforts, and accomplishments.

DISCUSSION

This report provides an overview of the Department's operations and activities in 2019. The report highlights crime trends, statistical data and other related activities and accomplishments for 2019. During this year, the City has experienced a 26% reduction in Part 1 crimes. Broken down, this means a 17% decrease in violent incidents and 21% decrease in property crimes.

Over the last few years, the Department has experienced a steady increase in dispatched calls for service. Calls for service have increased to a new high of over 76,000 a year, a rise of approximately 5,000 from 2015 and 16,000 per year compared to 2013. A significant subset of the total calls for service is the number of non-criminal or service calls. This category increased from approximately 28,000 in 2015 to over 42,000 in 2019, reflecting changes in societal expectations and understanding of the role of police departments.

In spite of significant increases in the number of calls for service, 2019 represents a second year of decreases in response times, with reductions bringing the average times to the best numbers in the past five years: 6:36 for Priority 1, 15:01 for Priority 2 and 29:37 for Priority 3.

In 2019, the Department addressed fiscal responsibility by changing the purchasing format for large technology items. As a result, new contracts were approved for transitions to a new computer-aided dispatch and records management system (Mark43), as well as body worn cameras (BWC) and less lethal weapons. Tracy PD was recognized as one of the three departments in the nation to be the first to implement new BWC and Taser standards. This year is expected to produce the technological results planned during 2019, resulting in early compliance with new crime reporting mandates (NIBRS) and increasing our abilities to develop data-driven programs for crime fighting.

While the Department is fortunate to have high caliber and very engaged personnel, these trends and statistics highlight the importance of having sufficient resources to proactively prevent and combat crime, stay connected with the Tracy community, and continually seek opportunities to improve Tracy citizens' quality of life.

FISCAL IMPACT

There is no fiscal impact associated with this action. This report provides statistical data only.

STRATEGIC PLAN

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

RECOMMENDATION

It is recommended the City Council, by resolution, accept the City of Tracy Police Department's Annual Report for 2019.

Prepared by: Alex Neicu, Captain

Reviewed by: Sekou Millington, Chief of Police

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment: City of Tracy Police Department's 2019 Annual Report slides



TRACY POLICE DEPARTMENT

TRACY POLICE DEPARTMENT

ANNUAL REPORT

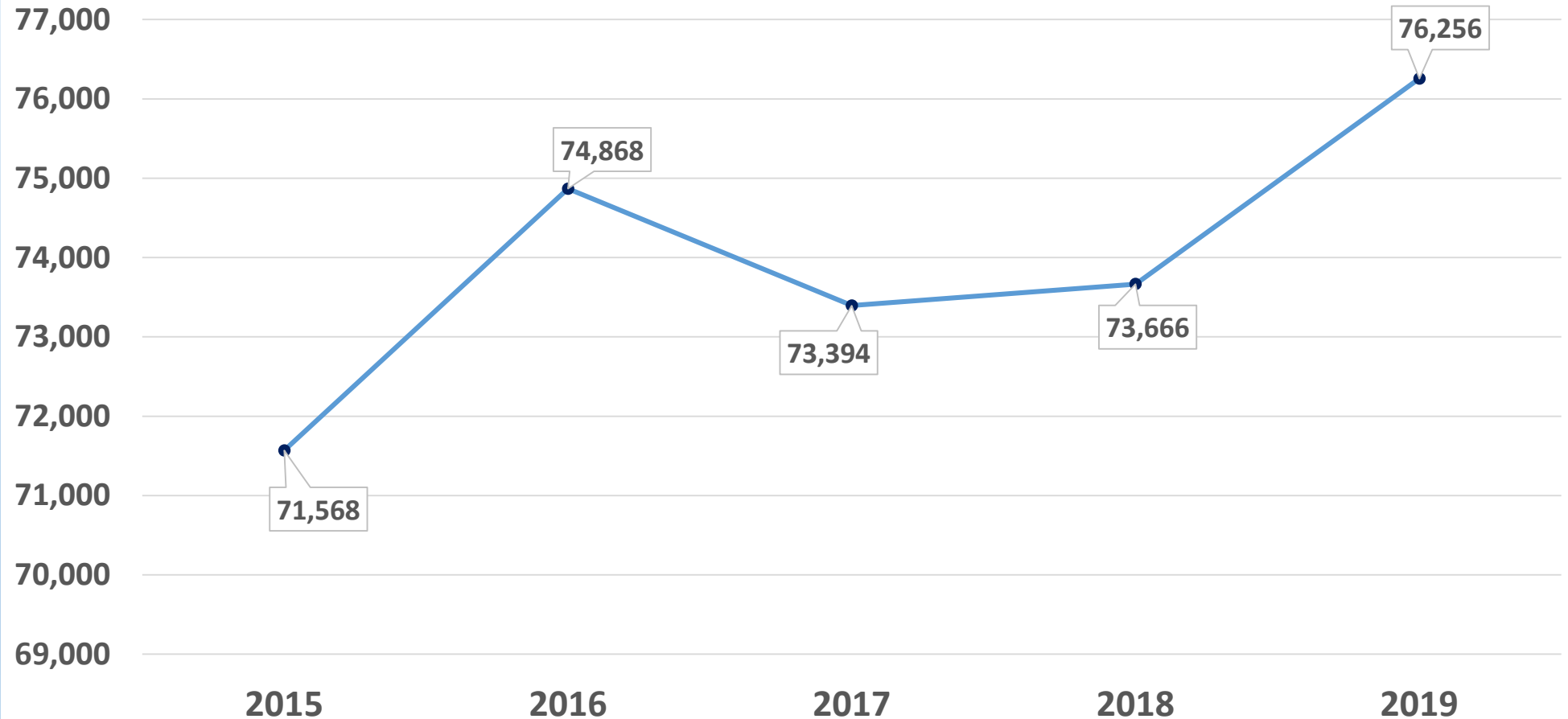
2019

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TRACY POLICE DEPARTMENT

CALLS FOR SERVICE

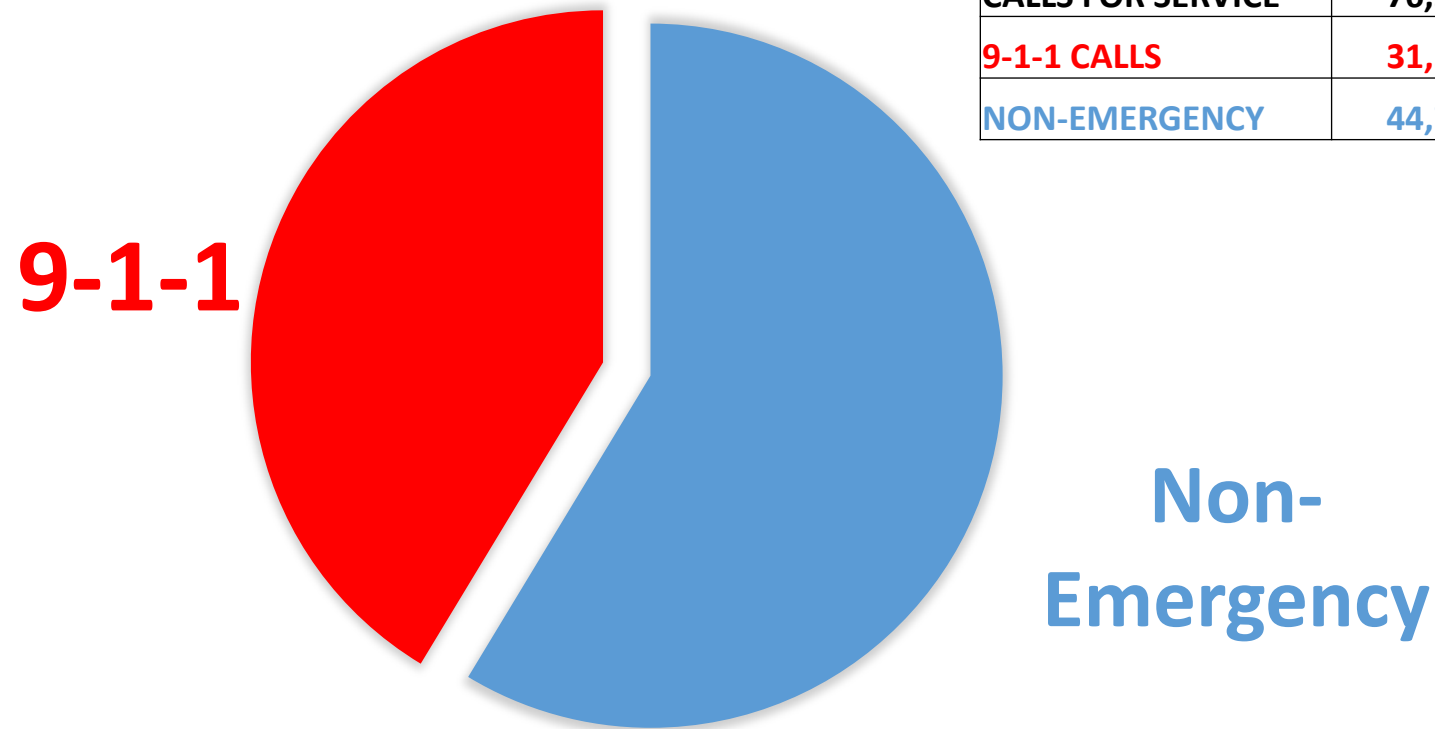


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TRACY POLICE DEPARTMENT

2019 CALLS FOR SERVICE



CALLS FOR SERVICE	76,256
9-1-1 CALLS	31,523
NON-EMERGENCY	44,733



TRACY POLICE DEPARTMENT

Call Response Times

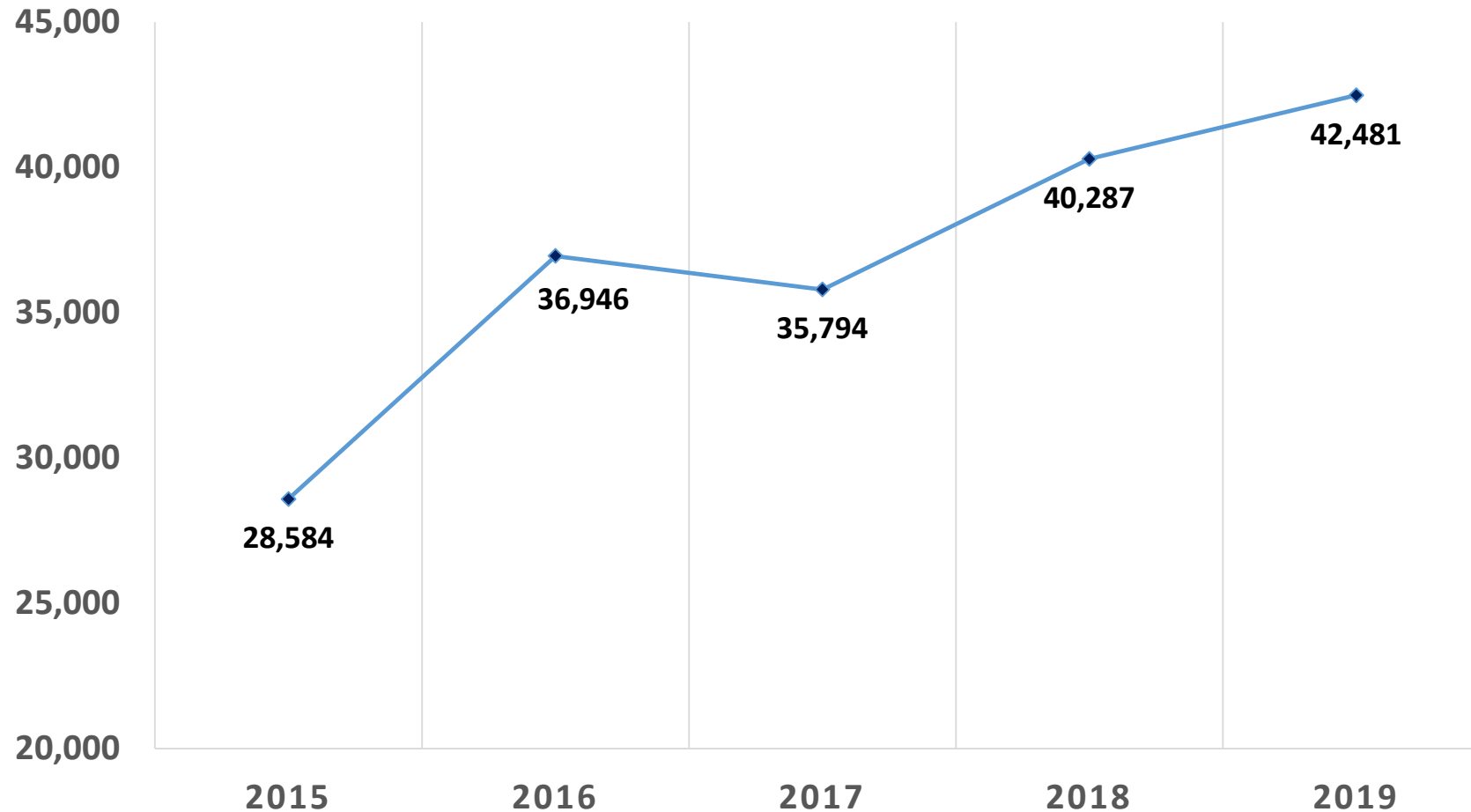
	2015	2016	2017	2018	2019
Priority 1	6:48	7:10	7:32	6:52	6:36
Priority 2	15:06	16:15	17:44	16:59	15:01
Priority 3	29:43	30:31	33:13	34:06	29:37

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TRACY POLICE DEPARTMENT

NON-CRIMINAL/SERVICE CALLS

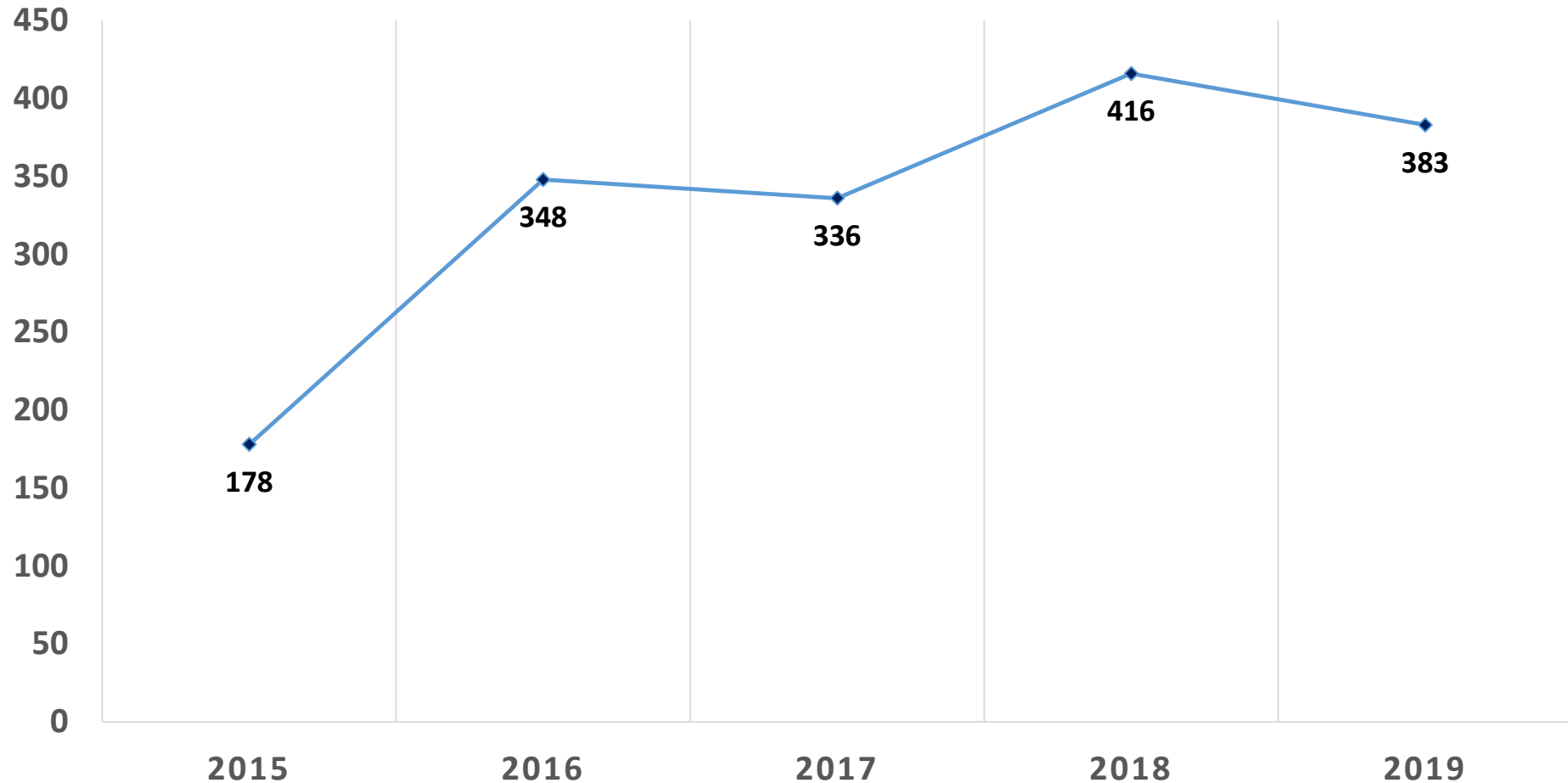


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TRACY POLICE DEPARTMENT

MENTAL HEALTH CALLS



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TRACY POLICE DEPARTMENT

PART 1 CRIMES

Year	Incidents	Change from Previous Year
2015	2,586	
2016	2,062	-25%
2017	2,383	+14%
2018	2,547	+7%
2019	2,023	-26%

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TRACY POLICE DEPARTMENT

PART 1 CRIMES

Violent Crimes

	Homicide	Rape	Robbery	Aggravated Assault
2015	1	19	49	85
2016	0	17	62	72
2017	3	27	77	86
2018	4	31	61	103
2019	5	35	62	64

Property Crimes

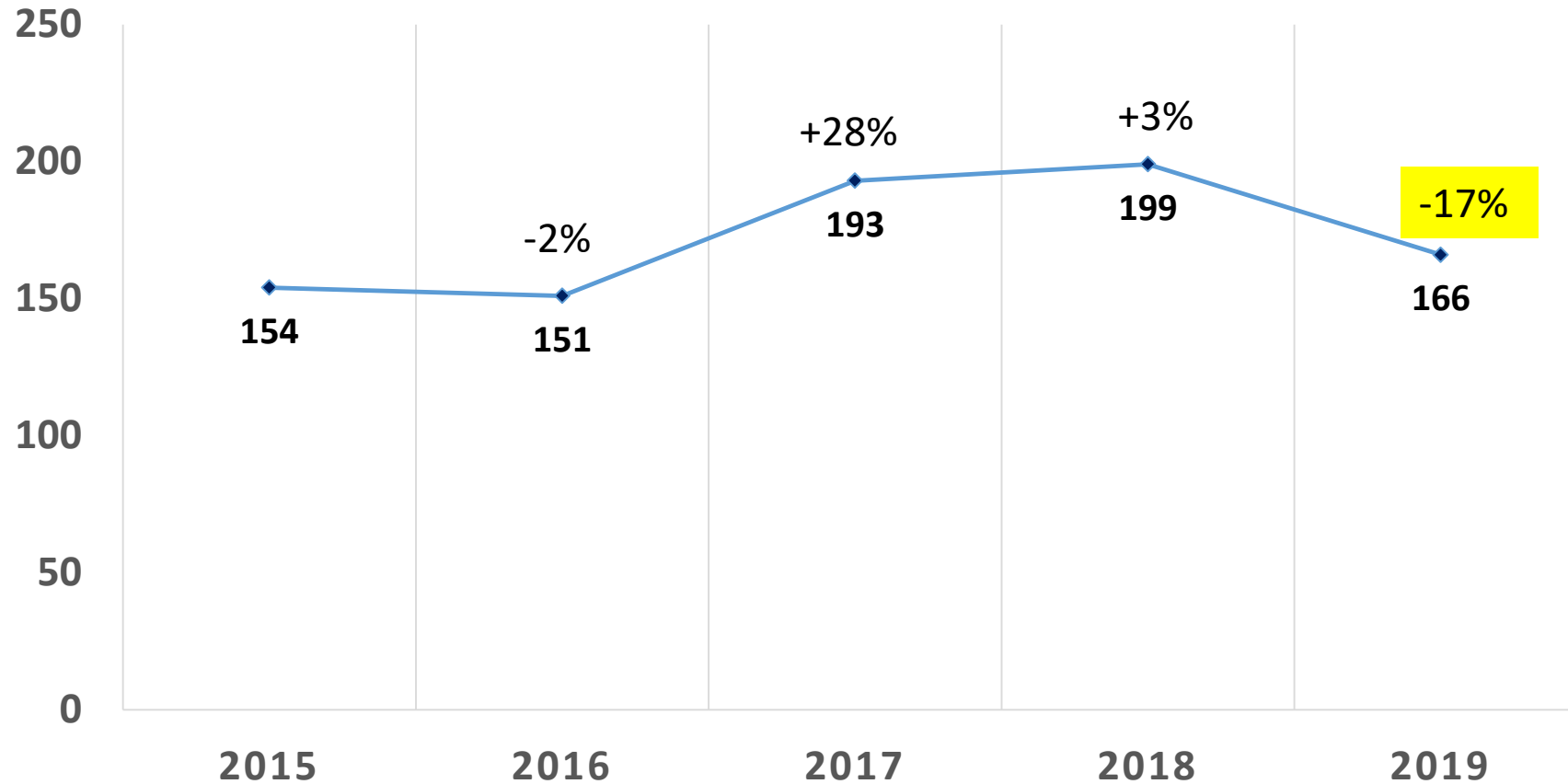
	Burglary	Larceny	Auto Theft	Arson
2015	272	1736	409	15
2016	245	1348	306	12
2017	201	1616	362	11
2018	261	1772	298	17
2019	155	1411	277	14

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TRACY POLICE DEPARTMENT

VIOLENT CRIMES

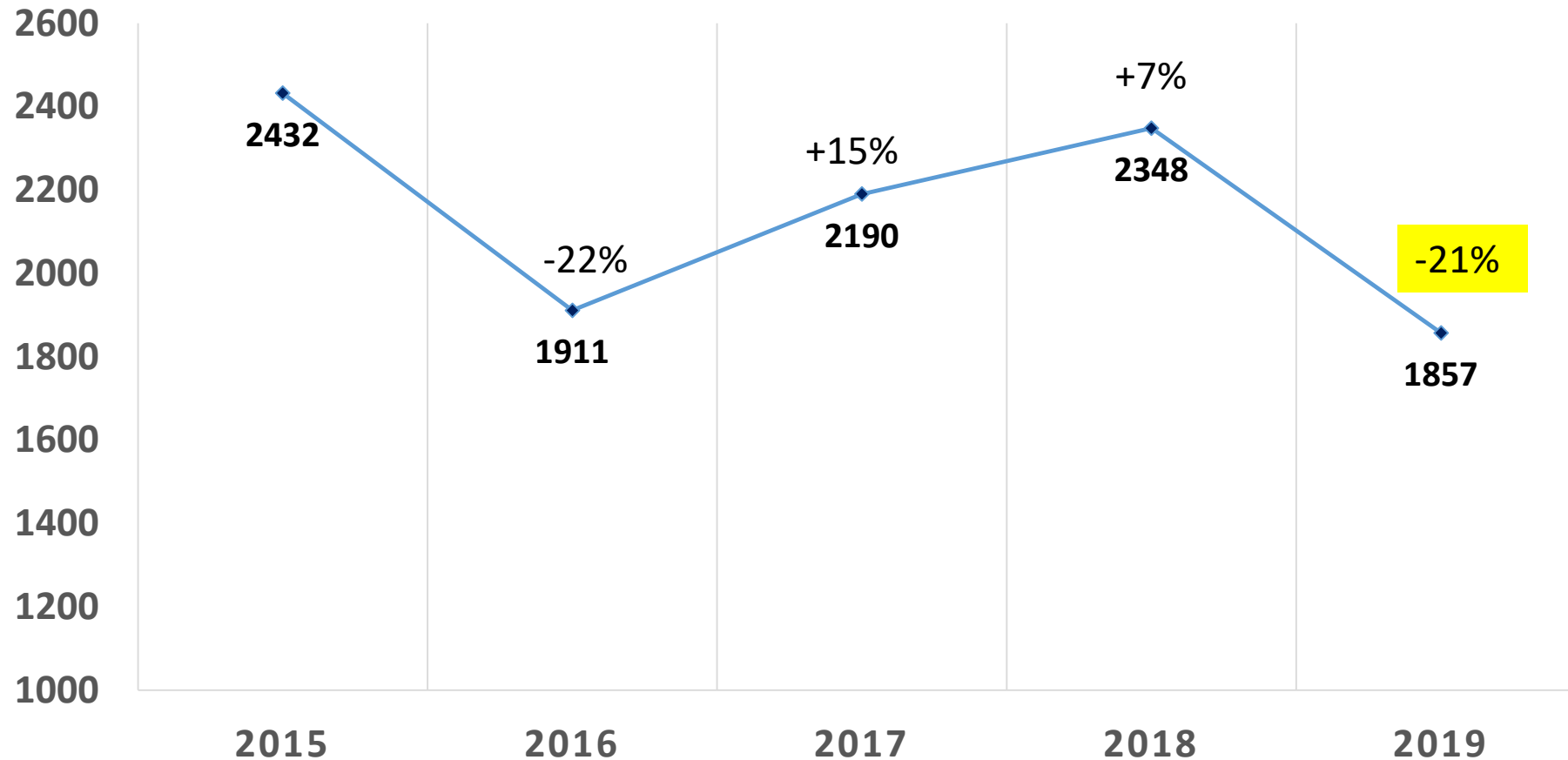


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TRACY POLICE DEPARTMENT

PROPERTY CRIMES

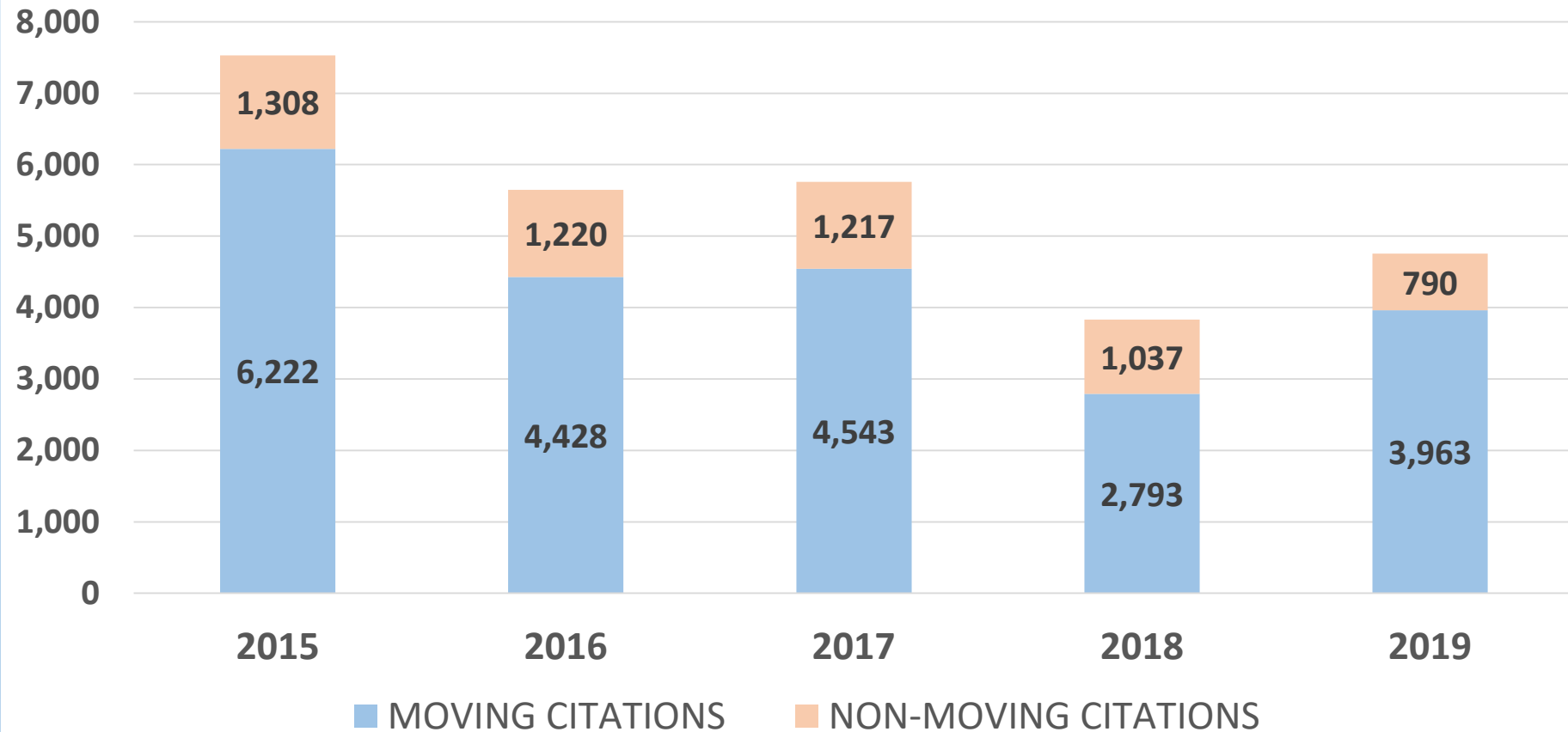


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TRACY POLICE DEPARTMENT

CITATIONS

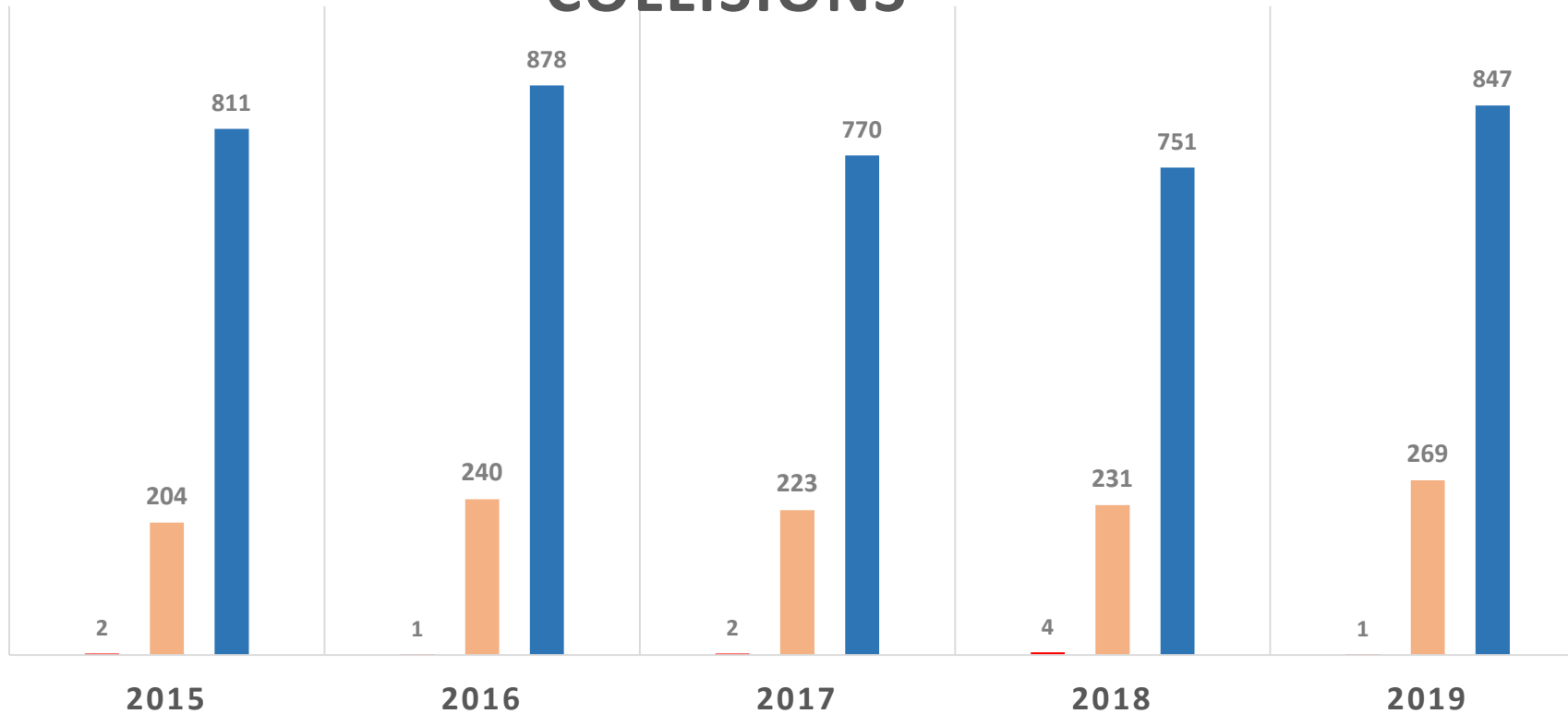


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TRACY POLICE DEPARTMENT

COLLISIONS



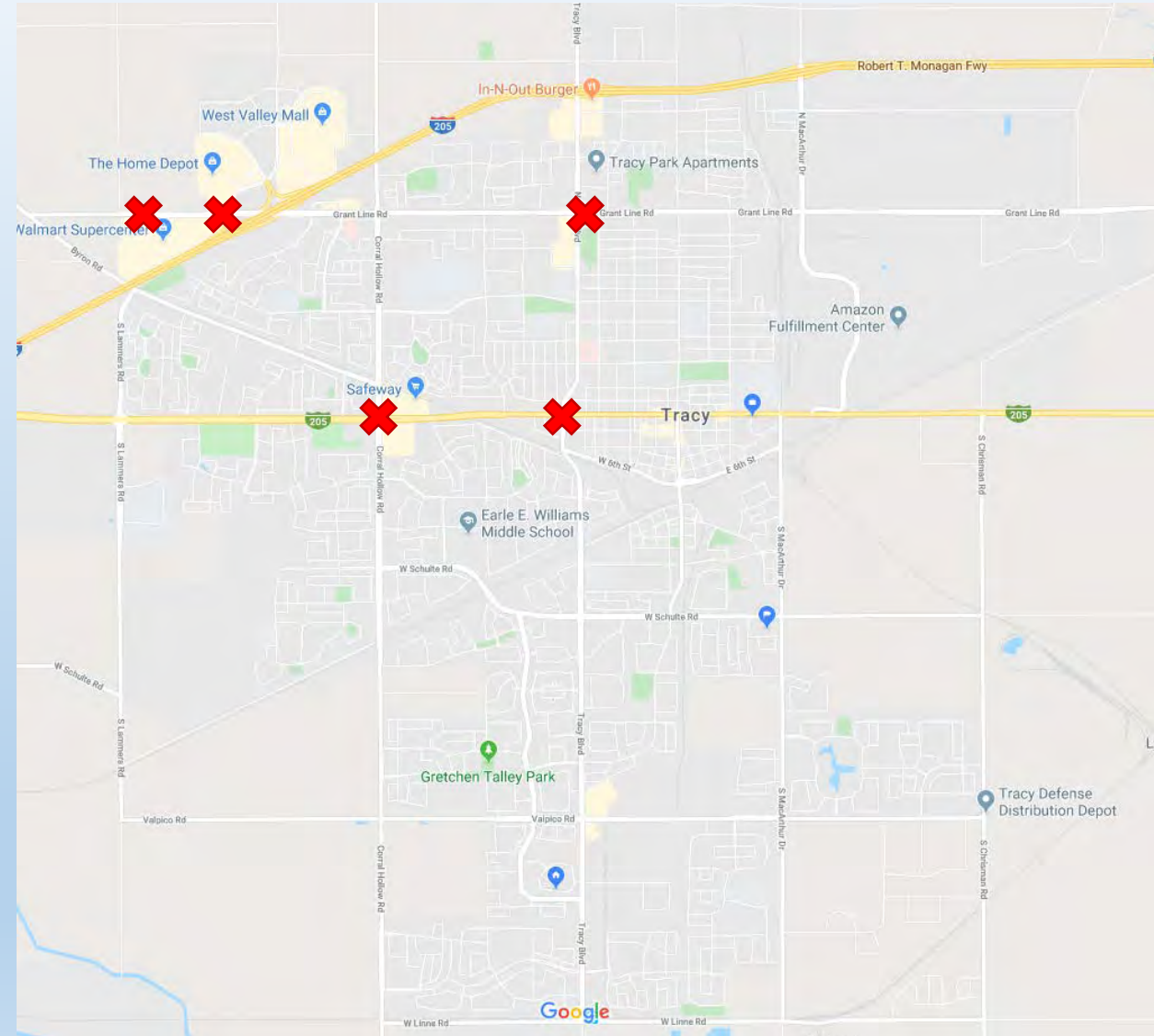
	2015	2016	2017	2018	2019
FATALITY	2	1	2	4	1
INJURY	204	240	223	231	269
PROPERTY	811	878	770	751	847

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TRACY POLICE DEPARTMENT

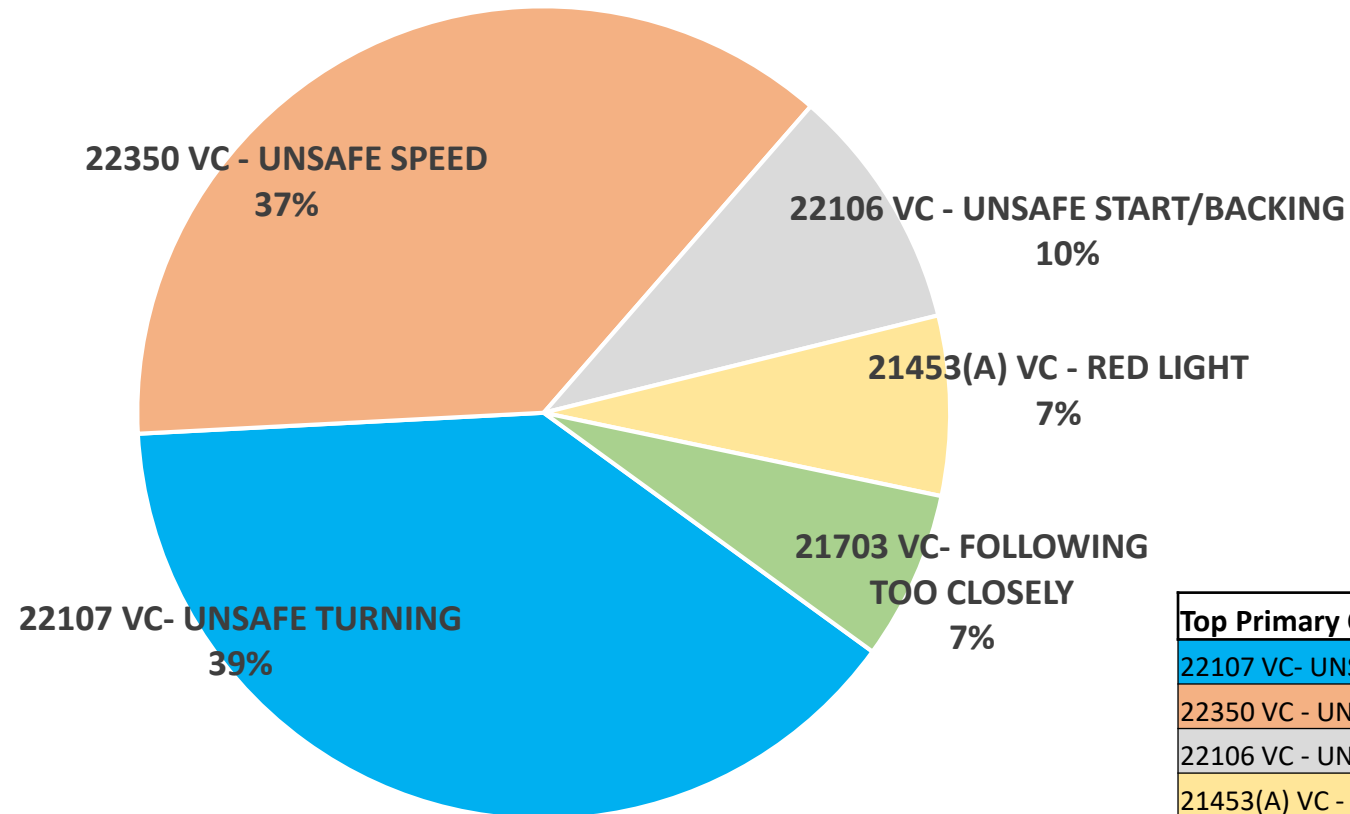
TOP 5 COLLISION INTERSECTIONS	2019
GRANTLINE / NAGLEE	35
11TH / CORRAL HOLLOW	27
GRANTLINE / LAMMERS	22
11TH/TRACY	19
GRANTLINE / TRACY	18



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Primary Collision Factors

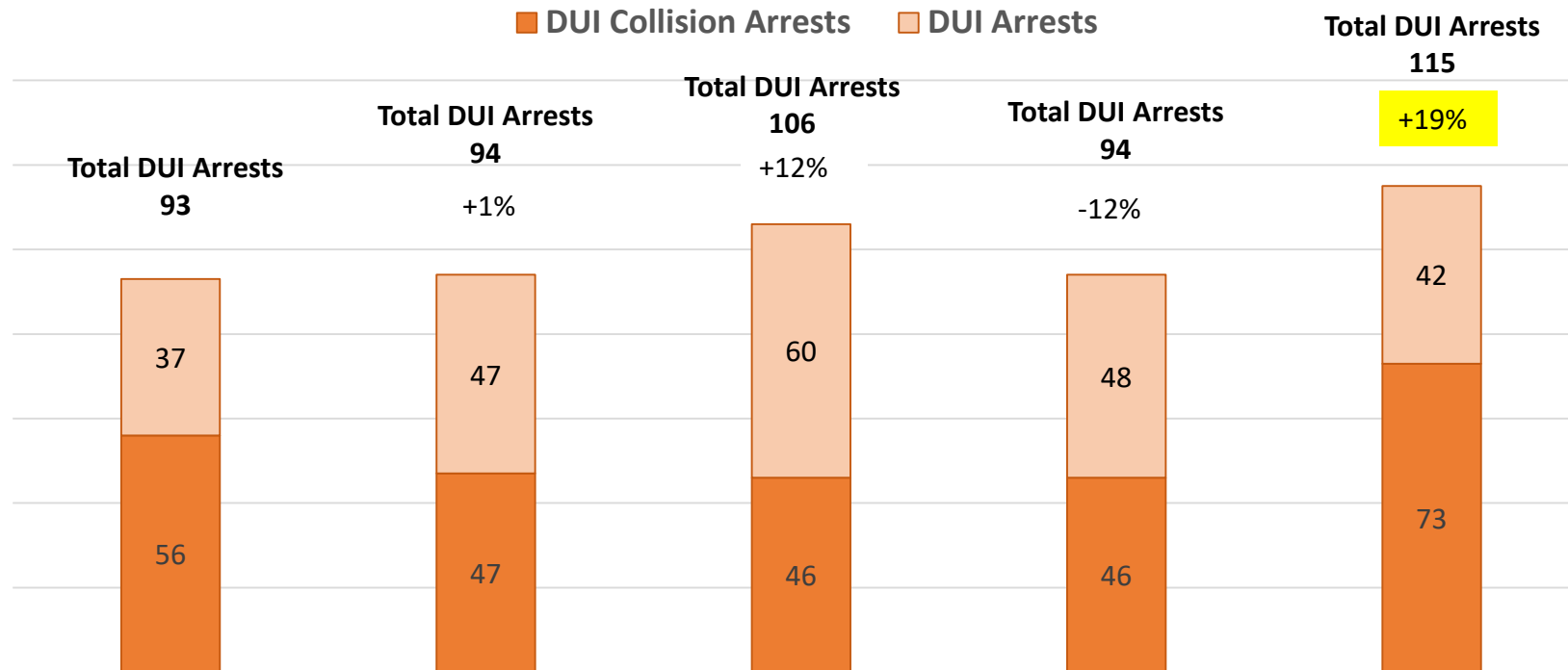


Top Primary Collision Factors (PCF)	Collisions
22107 VC- UNSAFE TURNING	181
22350 VC - UNSAFE SPEED	172
22106 VC - UNSAFE START/BACKING	45
21453(A) VC - RED LIGHT	33
21703 VC- FOLLOWING TO CLOSELY	31



TRACY POLICE DEPARTMENT

DUI ARRESTS



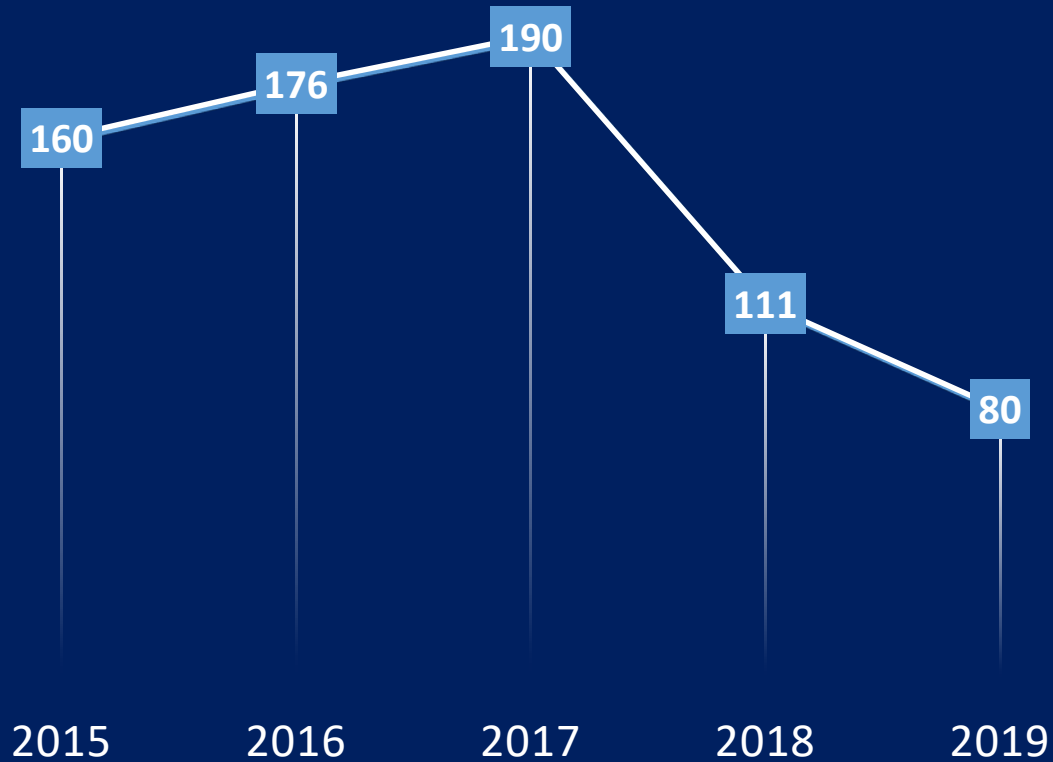
	2015	2016	2017	2018	2019
DUI Arrests Total	93	94	106	94	115
DUI Collision Arrests	56	47	46	46	73

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TRACY POLICE DEPARTMENT

JUVENILE ARRESTS



ADULT ARRESTS



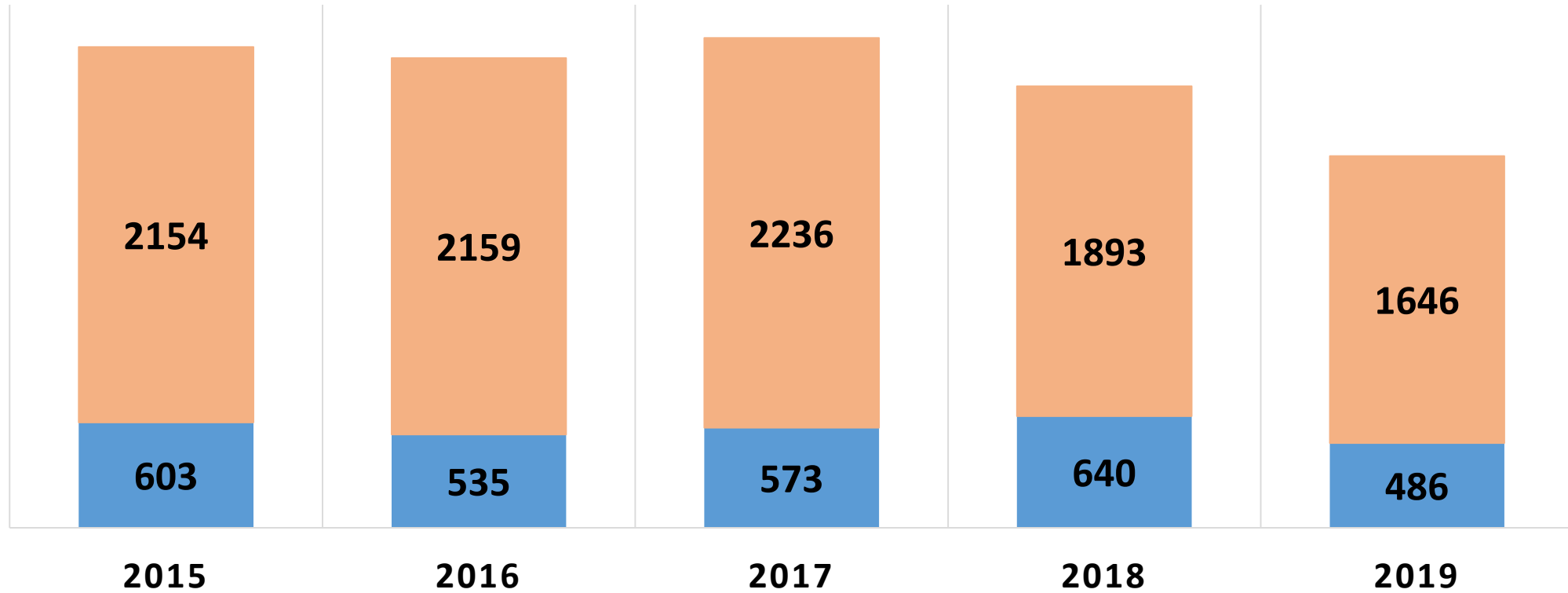
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TRACY POLICE DEPARTMENT

ARRESTS

■ Felony Arrest ■ Misdemeanor Arrest



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TRACY POLICE DEPARTMENT

INVESTIGATION CLEARANCE RATES

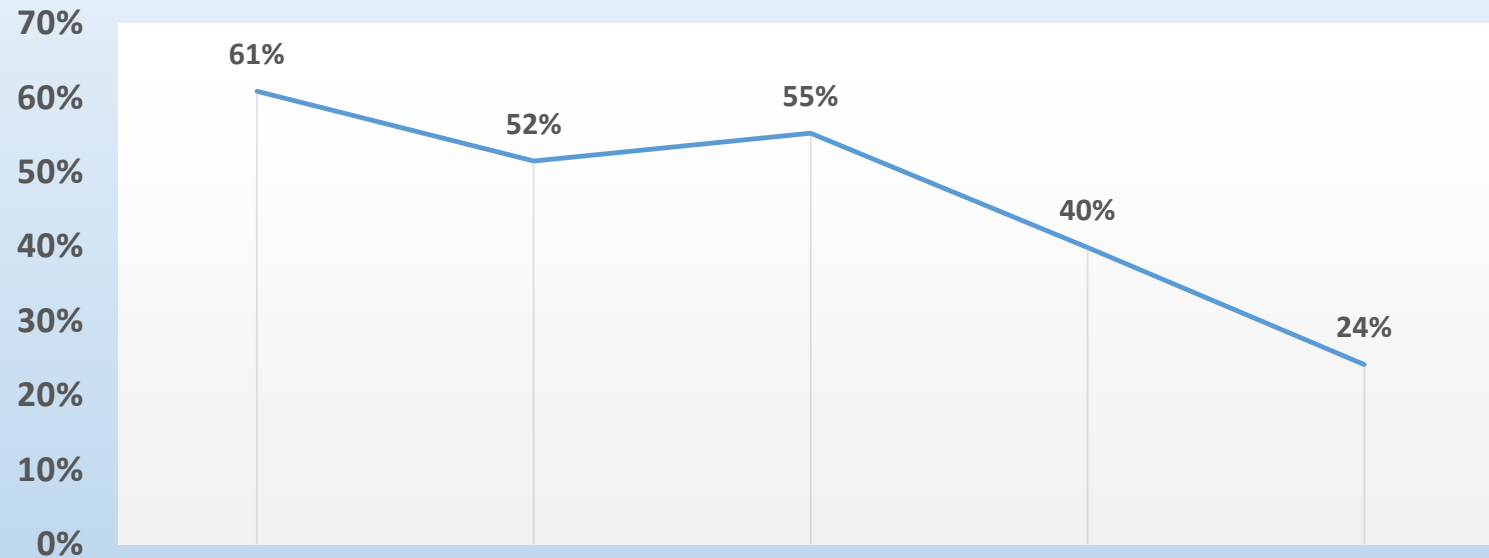
	2015	2016	2017	2018	2019
All PD Cases	9811	8835	9698	9584	8665
Cases Assigned to BOI	923	907	1106	1214	1119
BOI Cases Cleared	824	856	766	1073	702
Clearance Rate	89%	94%	69%	88%	63%

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TRACY POLICE DEPARTMENT

D.A. Charging Rate



	2015	2016	2017	2018	2019
Reviewed by DA	1567	1440	1104	799	791
Charged by DA	954	742	610	319	191
Declined to File	608	695	494	476	599
Charging Rate	61%	52%	55%	40%	24%*

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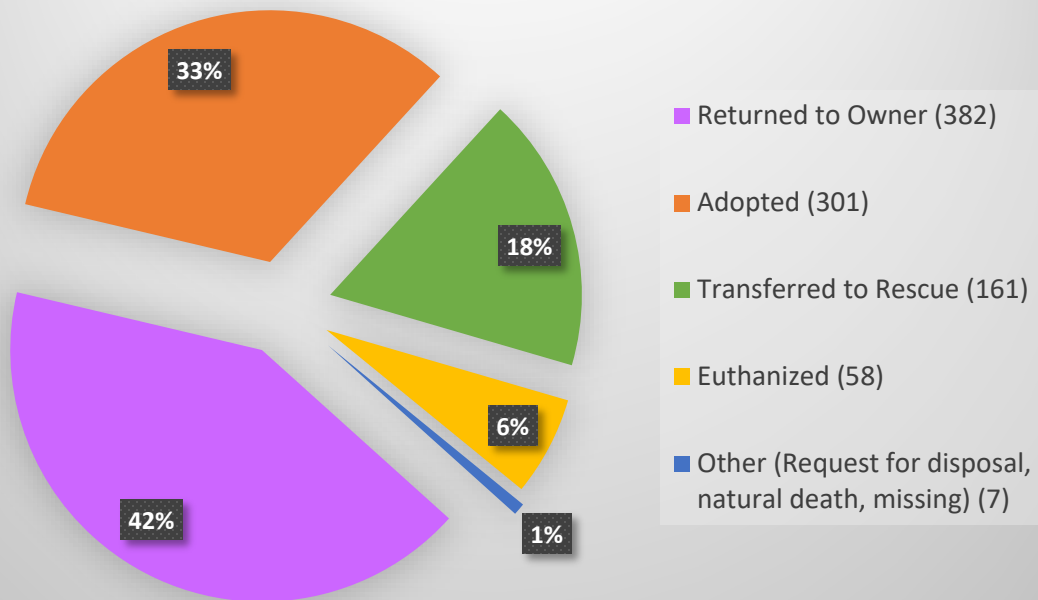
Forensic Services 2019

Investigations	547
Evidence Booked	8,944
Latent Print Identification	52
Narcotic Destruction	2,015 LBS
Firearms/Contraband Destruction	1,009 LBS
Discovery Evidence to DA	564



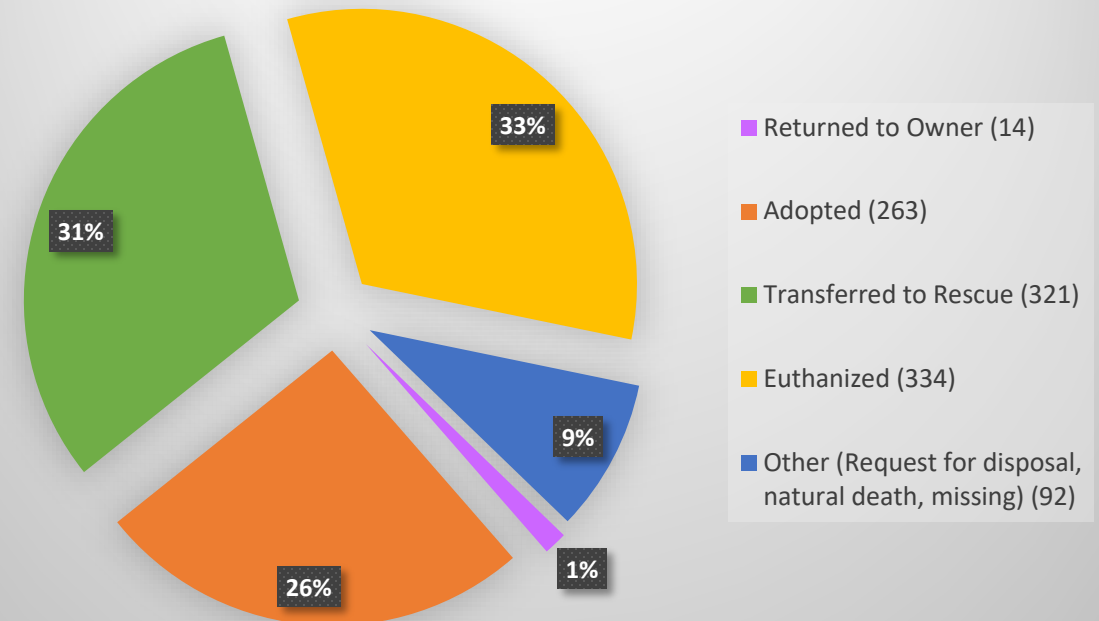
ANIMAL SERVICES

909 Dogs Received into Shelter



Live release rate: 93%

1024 Cats Received into Shelter



Live release rate: 58%



Code Enforcement

Effective January 1, 2019 Code Enforcement was moved under the organizational structure of the Tracy Police Department. In 2019 there was an increase in cases received and cases closed in comparison to 2018.

	2018	2019
2019 Cases Opened/Investigated	1550	1871
2019 Cases Closed	1473	1617



Code Enforcement

Transient/Homeless-Outreach and Enforcement:

- Performed 12 outreach efforts to the transient community via Operation Helping Hands. Each outreach consisted of making contact with approximately 15-25 people per visit.
- Investigated 129 reported encampments.
- Code Enforcement has one Officer who spends approximately 85% of his work schedule dedicated to addressing encampments. The Officer posted over 70 Notice of City Cleaning at various parks and city public properties which resulted in 56 city cleanups. Various parks were monitored regularly.



Code Enforcement

In 2019 Code Enforcement and South County Fire Prevention collaborated and increased the number of Dangerous/Unsafe Buildings investigations. The efforts resulted in 42 cases involving:

- Illegal marijuana grow operations
- Orders to Vacate Dangerous and Substandard buildings
- Unsafe Building Demolitions
- Inspections of Substandard Buildings Related to Structure Fires
- Vehicles –vs- Buildings



Significant Accomplishments

- 5-year contract with AXON (\$1,254,000) for purchase and maintenance of Tasers, Body Worn Cameras and cloud-based storage of video evidence
- 5-year contract with Mark43 (\$1,047,536) for the upgrade, usage and maintenance of the computer-aided dispatch and record management systems
- 3-year contract (\$1,007,478) for crossing guards for Tracy Unified and Jefferson School Districts
- Received grant funds (\$11,655) for health and wellness programs for officers (training, services, counseling)



Significant Accomplishments

- Implemented the Tactical Medic Program for TPD. Will result in more immediate medical help during tactical deployments and higher medical training standards for police personnel (First Aid/CPR)
- Began integration of DE-ESCALATION training, including instructor development and reality-based scenarios
- Began the development of a drone program. Received FAA letter, expected to be fully implemented in 2020 (pending funding).
- Initiated design phase for new training facility at the TPD range. Expected construction completion in late 2020.



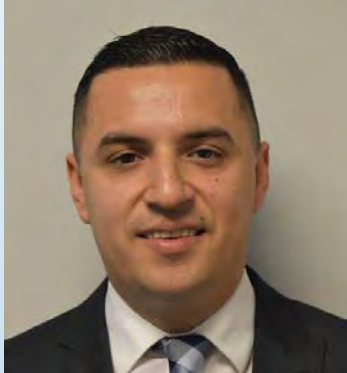
Significant Accomplishments

- Completed workspace remodeling in Records and Administration Reception areas.
- Completed Animal Services review and consultations with Kelley Bollen (animal behavior specialist) and Team Shelter USA.
- Implemented Chameleon Postmaster program, enhancing and automating release of information from the animal shelter.
- Processed 90 PRA requests for information, for a total of over 130 hours of personnel time (Support Division Manager).

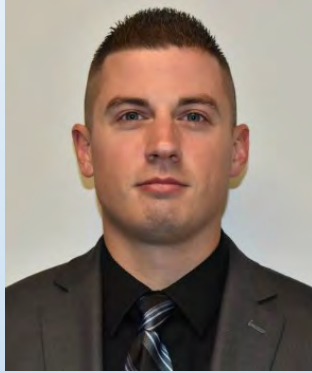


TRACY POLICE DEPARTMENT

NEW POLICE OFFICERS



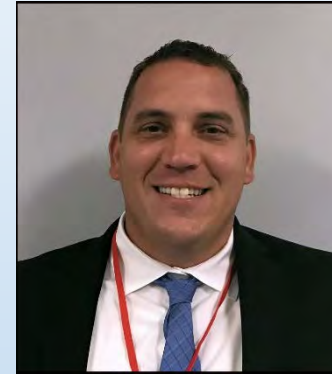
Alberto Perez
Police Officer



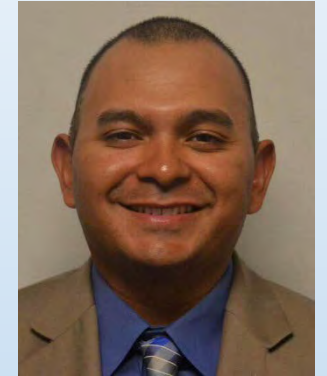
Clinton Gardner
Police Officer



Dwayne Pedersen
Reserve Officer



Eric Rose
Police Officer



Alex Contreras
Police Officer



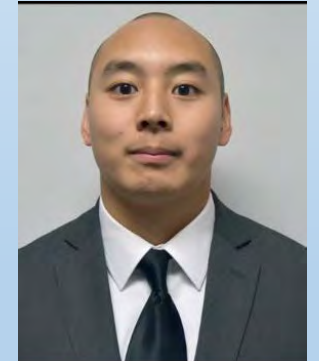
Sofia Bechler
Police Officer



Jose Cuevas
Police Trainee



Anthony Taylor
Police Officer



Richard Huynh
Police Officer

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TRACY POLICE DEPARTMENT

NEW PROFESSIONAL STAFF



Tania Santillan
CSO



Sarah Henrioulle
PSD



Melissa Chamberlain
Executive Assistant



Brian Desousa
CSO



Katrina Romero
PSD

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TRACY POLICE DEPARTMENT

2019 PROMOTIONS



Sergeant
Joel Petty



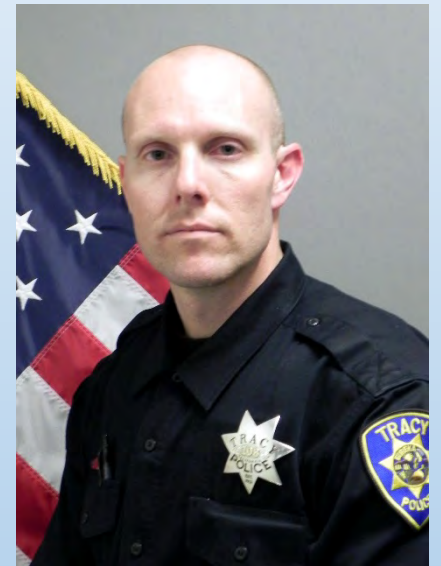
Corporal
Nestor Mejia



Corporal
Jeff Berdosh



Sergeant
Mike Roehl



Corporal
Troy Silcox

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TRACY POLICE DEPARTMENT

END OF REPORT

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RESOLUTION 2020- _____

ACCEPTING THE CITY OF TRACY POLICE DEPARTMENT'S
ANNUAL REPORT FOR 2019

WHEREAS, The Tracy Police Department has prepared the 2019 Annual Report to provide the citizens of Tracy with a statistical review of the department's performance, efforts, and accomplishments; and

WHEREAS, The Police Department will present an overview of the 2019 Annual Report to the City Council for their acceptance; and

NOW, THEREFORE, BE IT RESOLVED, That the City Council does hereby accept the Tracy Police Department's Annual Report for 2019.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 3.C

REQUEST

INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS

EXECUTIVE SUMMARY

The proposed ordinance amends sections and adds a new section to Chapter 2.20 of the Tracy Municipal Code ("TMC") regarding contracts and purchasing. The use of electronic records and electronic signatures to execute legally-binding documents has become an increasingly common method to collect and preserve documents and signatures to improve efficiency of service delivery and records management. The ordinance would add a new Section 2.20.065 to and amend Section 2.20.060 of the TMC to allow for the use of electronic records and signatures, in accordance with state law, in the execution of City business.

In addition, the proposed ordinance further streamlines the City's business transactions by amending TMC Section 2.20.080 regarding City Council approval to sign contracts and TMC Section 2.20.220 regarding cooperative purchasing agreements with other agencies. This amendment would clarify that Council may delegate authority, by resolution, to City officers to sign contracts it has approved, and clean up provisions pertaining to cooperative purchasing agreements.

DISCUSSION

The use of electronic records and electronic signatures to execute legally-binding documents has become a more common process in carrying out business transactions. The proposed ordinance adds a new Section 2.20.065 and amends Section 2.20.060 of the TMC to allow the City to begin using electronic records and electronic signatures to transact its business. The benefits of using electronic records and signatures include a reduction in the use of paper, efficiency in transmitting and approving documents, and can offer information regarding the delivery and signing process for the records.

State law authorizes public entities to transact business through electronic transactions. Government Code Section 16.5 authorizes public entities to use a "digital signature" in written communications that require or use signatures, consistent with regulations established by the Secretary of State. The Uniform Electronic Transactions Act ("UETA") (Civil Code Section 1633.1 et seq.) provides that an "electronic signature" is valid and enforceable under laws requiring a signature in any transaction between persons, including a government agency.

Under state law, the City has discretion to conduct its business transactions using either the procedures for signatures in Government Code Section 16.5 or in the UETA. Neither option is required nor must be accepted by the City in any transaction. The UETA

requires the parties to agree to conduct the transaction by electronic means and to the use of electronic signatures and Government Code Section 16.5 requires the parties to agree to the use of digital signatures. However, it should be noted that if the City uses the process under Government Code Section 16.5, the digital signature must be created in accordance with the Secretary of State's regulations (2 CCR §§ 22000-22005), and by using one of two technologies that the Secretary of State has approved (Signature Dynamics or public key cryptography). Section 2.20.065 of the proposed ordinance has been drafted to allow for this flexibility by authorizing the City and parties to the transaction to agree to conduct it by electronic means, and when a signature is required, to agree to use either an electronic signature in accordance with the UETA or a digital signature in accordance with Government Code Section 16.5.

Also, the proposed ordinance amends Section 2.20.060 which requires a "signed original" of each contract (i.e., a manual or "wet" signature on a contract) to be filed with the City Clerk. Unless otherwise required by law, electronic records and electronic signatures eliminate the need for and use of manual or "wet" signatures on documents. The amendment to Section 2.20.060 removes the requirement for a signed original for contracts. The amendment would allow the City Clerk to accept contracts transmitted and executed electronically in accordance with the TMC and state law and/or scanned or copied originals, except for documents presented for recording, which require original signatures.

To further enhance the City's business processes and service delivery, the proposed ordinance would also amend Section 2.20.080 of the TMC, which relates to City Council approval to sign contracts. Government Code Section 40602 requires the Mayor to sign "all written contracts and conveyances made or entered into by the city," but also authorizes the Council to provide by ordinance that City officers other than the Mayor may sign contracts and conveyances. TMC Section 2.20.080 requires Council approval for each contract regulated by Chapter 2.20, unless the authority has been granted to another City officer. TMC Sections 2.20.090 and 2.20.100 grant authority to other City officers such as the City Manager and Department Heads to enter into and sign certain contracts. The amendment to Section 2.20.080 would clarify that the Council may also delegate authority, by resolution, to City officers to sign contracts that it has approved.

The proposed ordinance would also amend TMC Section 2.20.220 regarding cooperative purchasing agreements with other public agencies. Government Code Sections 6500 and 6502 authorize the City to enter into cooperative purchasing agreements with public agencies such as federal agencies, California and other states' agencies, or counties or municipalities in California or other states. Currently, TMC Section 2.20.220 authorizes the City to participate in cooperative purchasing agreements with public agencies within California for supplies and equipment. This amendment would explicitly allow the City to enter cooperative purchasing agreements with any public agency including those in other states. This amendment would also allow the use of cooperative purchasing agreements for general services, in addition to supplies and equipment.

These amendments seek to align the TMC with the best practices and clarify language to provide the City with flexibility to conduct the public's business in an efficient manner.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

RECOMMENDATION

That the City Council introduce and waive the full reading of an ordinance amending Chapter 2.20 of the Tracy Municipal Code to include electronic records and signatures, delegate authority via resolution to City officers to sign contracts, and expand the use of cooperative purchasing agreements.

Prepared by: Bianca Rodriguez, Deputy City Attorney

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

Approved by: Jenny Haruyama, City Manager

Attachments:

Attachment A – Redline Copy of Proposed Amendments to Chapter 2.20 of the Tracy Municipal Code

2.20.060 - Filing with City Clerk.

~~A signed original of e~~Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

2.20.065 – Electronic Records and Signatures.

(a) The following definitions apply to this section:

(1) “Electronic record” has the same meaning as in Section 1633.2 of the California Civil Code.

(2) “Electronic signature” has the same meaning as in Section 1633.2 of the California Civil Code.

(3) “Digital signature” has the same meaning as in Section 16.5 of the California Government Code.

(4) “UETA” means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.

(b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

(1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

(2) When a signature is required, the parties may agree that either:

(i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or

(ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

(c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way.

2.20.080 - City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2- or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20- and/or as provided under City Council resolution.

2.20.220 - Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency~~the State, County, or other public agencies situated within the State~~. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies and or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS

WHEREAS, Chapter 2.20 of the Tracy Municipal Code ("TMC") regulates the administration of contracts, provides authority of City officers to enter into certain contracts, and sets forth the procedural requirements for the various type of contracts, and

WHEREAS, California Government Code Section 16.5 and the Uniform Electronic Transactions Act ("UETA") in California Civil Code Section 1633.1 et seq. enable government agencies to conduct transactions using electronic transmission of documents and signatures and give electronic signatures the same legally-binding effect as manual or "wet" signatures, and

WHEREAS, The use of electronic records and signatures to execute legally-binding documents has become an increasingly common method to carry out transactions, and

WHEREAS, The benefits of electronic records and signatures include a reduction in the use of paper, efficiency in transmitting and approving documents, and can offer information regarding the delivery and signing process for the documents, and

WHEREAS, The City desires to incorporate the benefits of using electronic records and signatures into its transactions to enhance its business processes and service delivery, and

WHEREAS, Section 2.20.060 requires a "signed original" of each contract to be filed with the City Clerk and the City of Tracy ("City") desires to amend this section to allow the City Clerk to accept contracts transmitted and executed electronically for those transactions done in accordance with the TMC and state law and/or scanned or copied originals, except for documents presented for recording, which require original signatures, and

WHEREAS, Government Code Section 40602 requires the Mayor to sign "all written contracts and conveyances made or entered into by the city," but also authorizes the City Council to provide by ordinance that City officers other than the Mayor may sign contracts and conveyances, and

WHEREAS, Section 2.20.080 of the TMC requires City Council approval for each contract regulated by Chapter 2.20, unless the authority has been granted to another City officer, and TMC Sections 2.20.090 through 2.20.100 grant authority to other City officers such as the City Manager and Department Heads to enter into and sign certain contracts, and

WHEREAS, To further enhance the City's business processes and service delivery, the proposed Ordinance would also amend Section 2.20.080 of the TMC to clarify that the Council may also delegate authority, by resolution, to City officers to sign contracts that it has approved, and

WHEREAS, Section 2.20.220 of the TMC allows the City to enter cooperative purchasing agreements with public agencies within the State of California for equipment and supplies, and

WHEREAS, Government Code Sections 6500 and 6502 authorize the City to enter cooperative purchasing agreements with public agencies such as federal agencies, California and other states' agencies, or counties or municipalities in California or other states, and

WHEREAS, The proposed Ordinance would allow the City to enter cooperative purchasing agreements with any federal, state, and local public agency including those outside of California and for general services, in addition to supplies and equipment;

NOW THEREFORE, The City Council of the City of Tracy does ordain as follows:

SECTION 1. Added Section. Section 2.20.065 is hereby added to Article 1 of Chapter 2.20 of the Tracy Municipal Code to read as follows:

"2.20.065 – Electronic Records and Signatures.

(a) The following definitions apply to this section:

(1) "Electronic record" has the same meaning as in Section 1633.2 of the California Civil Code.

(2) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.

(3) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.

(4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.

(b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

(1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

(2) When a signature is required, the parties may agree that either:

(i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or

(ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

(c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way."

SECTION 2. Amended Sections. Section 2.20.060 of Article 1 of Chapter 2.20, Section 2.20.080 of Article 2 of Chapter 2.20, and Section 2.20.220 of Article 4 of Chapter 2.20 of the Tracy Municipal Code are hereby amended to read as follows:

“2.20.060 - Filing with City Clerk.

Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

2.20.080 - City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2 or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20 and/or as provided under City Council resolution.

2.20.220 - Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.”

SECTION 3. Except as herein added or changed, the remaining sections of the Tracy Municipal Code not set forth above, shall remain in full force.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. This Ordinance takes effect 30 days after its final passage and adoption.

SECTION 6. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the Ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the Ordinance. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 18th day of February, 2020, and finally adopted on the _____ day of _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 3.D

REQUEST

APPROVE AND ADOPT THE 2020 UPDATE OF CITY OF TRACY ENGINEERING DESIGN STANDARDS, STANDARD SPECIFICATIONS, AND STANDARD PLANS FOR STREETS, UTILITIES, PARKS AND STREETSCAPES, AND RESCIND PREVIOUS RESOLUTION NO. 2008-255 PERTAINING TO THESE STANDARDS

EXECUTIVE SUMMARY

The City of Tracy maintains design standards, standard specifications, and standard plans for construction and maintenance of public infrastructure to ensure that the public improvements are safe, uniform, allow for cost effective for maintenance, comply with the most recent regulatory requirements, and consistent with the industry best practices. These standards need to be updated as necessary to reflect the latest developments in the engineering and construction industry, and changes in regulatory requirements and construction law. Over the past year, the Engineering Division has been working to bring these standards up to date.

DISCUSSION

The City of Tracy regulates the quality of infrastructure improvements within the public right-of-way and other publicly maintained areas such as streets, parks, public buildings, and public utility easements through adopted design standards, standard specifications, and standard plans. These standards ensure that the constructed improvements are safe, uniform, maintainable and reflective of the most recent regulatory requirements and in compliance with the industry best practices. The City's current design standards were adopted via Resolution No. 2008-255.

The City's Engineering Design Standards generally consist of design criteria. The standard plans consist of technical drawings and sketches. The specifications describe the materials, workmanship, and tolerances. These standards serve as the City's requirements to the developer's improvements built in the public right-of-way for consistency with the City's construction completed through capital improvement projects. All of the City's Capital Improvement Program (CIP) Projects are built to these standards. These CIPs include a broad spectrum of improvements such as streets, street lighting, water, wastewater storm drainage, traffic control, public buildings, public parking, and park improvements, including landscaping and irrigation.

The updated standards incorporate or reference the applicable portions of the State of California Department of Transportation's (CalTrans) Standard Plans and Specifications (for street improvements) and the American Public Works Association's (APWA) Greenbook (for water and sewer improvements). The standards also include changes to various design standards and standard plans for water distribution and connection requirements related to fire safety.

Many new laws and regulations have also come into effect since the last edition of the Engineering Standards. This includes the Americans with Disabilities Act (ADA)

requirements to place a yellow panel with truncated domes within wheelchair ramps. Another example mandated by the State Water Quality Control Board includes more stringent National Pollutant Discharge Elimination System (NPDES), to detain or infiltrate storm water runoff from projects so that peak flows and flow durations match pre-project conditions.

Parks and Streetscape Design Standards and Streetscape Design Guidelines have been updated to reflect current ADA regulations, the evolution of construction techniques and product technology, as well as utilizing the Water Use Classification of Landscape Species (WUCOLS) meeting the State's Model Water Efficient Landscape Ordinance (MWELO).

Not only have the Standards been updated to meet accessible of travel, but also in access to play equipment, picnic tables, benches, drinking fountains and other site amenities. Standards have also been updated to meet current construction techniques and new technologies. Safer, more durable materials are used in playground equipment, site amenities and furnishing including more efficient products in irrigation and storm water run-off.

New Bike Lane Standards have also been incorporated in the current design standards update. These standards reflect the bike design guidelines to be adopted in Class I, II, III and IV bike lanes, intersection approaches and in shared roadway. The Bike Lane Standards incorporate green bike lane markings. The green bike lane marking increases the visibility of the bike lane, identifies potential areas of conflict in traffic, and reinforces priority to bicyclists in conflict areas.

Updated Landscape Standards utilize more native and drought resistant species while prohibiting invasive, disease prone, and other unsuitable plant materials for our region. Low water use plants are encouraged in order to meet the State's water use requirement.

Staff has coordinated the proposed changes internally with the City's Public Works Department, Utilities Department, Parks Department, Fire Department, and Police Department. In addition, comments were also solicited from various development consultants.

Adoption of the proposed standards will ensure quality and consistency in public infrastructure construction. A copy of the Engineering Standards is available in the City Engineer's office for review upon request.

FISCAL IMPACT

There is no impact to the General Fund; however, there are minor costs associated with printing and distribution of the new engineering standards. Some of this cost will be recouped through sales of the standards to contractors, developers, and design professionals. Staff also intends to post these standards on the City's website.

STRATEGIC PLAN

This agenda item supports objective 1.C of the Economic Development Strategic Plan in ensuring quality infrastructure to meet future development needs.

RECOMMENDATION

That City Council, by resolution:

(1) Adopt the 2020 update of the City of Tracy Engineering Standards consisting of four following volumes:

- Design Standards
- Standard Specifications
- Standard Plans for Streets, Utilities
- Standard Plans for Parks and Streetscape, and

(2) Rescind Resolution No. 2008-255 associated with these documents.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

(Copy of the proposed Design Standards provided separately)

RESOLUTION 2020-_____

ADOPTING THE 2020 UPDATE OF CITY OF TRACY ENGINEERING DESIGN STANDARDS, STANDARD SPECIFICATIONS, STANDARD PLANS FOR STREETS, UTILITIES, PARKS AND STREETSCAPES, AND RESCINDING RESOLUTION NO. 2008-255 PERTAINING TO THESE STANDARDS

WHEREAS, The City of Tracy regulates the quality of infrastructure improvements within the public right-of-way and other publicly maintained areas such as streets, parks, public buildings, and public utility easements through adopted design standards, standard specifications, and standard plans, and

WHEREAS, The City last adopted design standards in 2008 via Resolution No. 2008-255, and

WHEREAS, The updated standards incorporate or reference the applicable portions of the State of California Department of Transportation's (CalTrans) Standard Plans and Specifications (for street improvements) and the American Public Works Association's (APWA) Greenbook (for water and sewer improvements), and

WHEREAS, Adoption of the proposed standards will ensure quality and consistency in public infrastructure construction, and

WHEREAS, There is no impact to the General Fund; however, there are minor costs associated with printing and distribution of the new engineering standards. Some of this cost will be recouped through sales of the standards to contractors, developers, and design professionals;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby adopts the 2020 update of the City of Tracy Engineering Standards consisting of three volumes; Design Standards, Standard Specifications, and Standard Plans for Streets, Utilities, Parks and Streetscape; and rescinds Resolution No. 2008-255 associated with these documents.

* * * * *

The foregoing Resolution 2020-_____ was adopted by City Council on the 18th day of February 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

February 18, 2020

AGENDA ITEM 3.E

REQUEST

ADOPT A RESOLUTION AMENDING THE GENERAL FUND BUDGET AND CAPITAL IMPROVEMENT PROJECTS (CIP) FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AS PROPOSED; AND PROVIDE DIRECTION REGARDING THE ANTICIPATED FISCAL YEAR 2020-2021 BUDGET

EXECUTIVE SUMMARY

On June 4, 2019, the Council adopted the FY 2019-20 Operating and Capital Budget. This report provides an update of the City's current financial performance, including a Mid-Year Budget Review for FY 2019-20 through December 31, 2019. This financial summary identifies mid-year General Fund revenue and expenditure trends and minor amendments to the FY 2019-20 budget, provides an update of current Capital Improvement Projects (CIPs) and year-end fund balance, and includes a preliminary General Fund forecast for FY 2020-21.

This report also seeks additional direction regarding the framework for the development of the FY 2020-21 Operating and Capital Budget.

DISCUSSION

On June 4, 2019, the City Council approved the FY 2019-20 Operating and Capital Budget totaling \$228 million. The General Fund budget is approximately \$79 million. At the adoption of the FY 2019-2020 budget, a deficit of approximately \$3 million or 5% was projected. Staff has prepared a mid-year budget review and update of estimated General Fund revenues and expenditures as of December 31, 2019 and projected fund balance as of June 30, 2020.

FY 2019-2020 MID-YEAR BUDGET REVIEW THROUGH DECEMBER 31, 2019

During the first six months of FY 2019-20, revenues and expenditures are meeting or in some cases, exceeding expectations, with the exception of some carry-over expenditures from the prior year. Items of importance are noted below:

General Fund Revenues

Sales Tax: The City's largest source of tax revenue is sales tax, which makes up nearly 45% of the City's revenue stream. Sales tax and Measure V, the City's local sales tax (1/2 cent) are City's two main sources of income. Tracy's estimated sales tax revenue is \$26 million and growth trends continue to be positive as reflected in Table 1; year-over-year annual average growth is around 3%. Additionally, Measure V is projected to generate \$9.8 million by year-end. Continued modest revenue growth is also anticipated for FY 2020-21.

Property Tax: The City's second largest source of revenue is property tax, which makes up 30% of the City's revenue stream. The City projects a year-end increase of 7% over the prior year for a total of approximately \$24.9 million. This trend is expected to continue in FY 2020-21, assuming no change in construction activity.

Other Revenues and Taxes: Other revenues and taxes generate approximately \$21.5 million or 26% of General Fund resources. The largest source of these revenues are charges for services for City services (e.g. fees).

Revised FY 2019-20 General Fund Revenues

Table 1 below reflects the FY 2019-20 revised year-end revenue and FY 2020-21 projected revenue. Overall, FY 2019-20 General Fund revenues are tracking approximately \$3.6 million ahead of projections. Preliminary projected revenue for FY 2020-21 is expected to be \$3.4 million higher than the revised FY 2019-20 revenue estimates.

Table 1 General Fund Revenues

REVENUES (IN THOUSANDS)	ADOPTED FY 2020	REVISED FY 2020	PROJECTED FY 2021
Property Tax	\$ 24,199	\$ 24,916	\$ 26,175
Sales Tax	23,996	26,009	27,269
Sales Tax Measure V	9,749	9,818	10,035
Other Taxes	2,711	2,716	2,852
<u>Other Revenues</u>	<u>18,402</u>	<u>19,203</u>	<u>19,726</u>
Total Revenues	\$ 79,057	\$ 82,662	\$ 86,057

General Fund Expenditures

Adopted FY 2019-20 General Fund expenditures were projected to be approximately \$82 million. Year-end expenditures and net transfers-out are anticipated to increase by 3.1%, for a total of \$84.4 million. This increase is reflected in Table 2 under services and supplies, which is largely due to expenses carried over from incomplete projects in FY 2018-19. Some projects that are still on-going are the Police's evidence room contract, Human Resource's Classification Study, Finance's audit services, and Development Services/Economic Development Downtown lights project. Also included in the carryover was \$890,000 in final reserve used to supplement the revenues.

Revised FY 2019-20 General Fund Expenditures

The table below reflects the FY 2019-20 revised year-end expenses and projected FY 2020-21 General Fund expenditures. Overall, FY 2019-20 General Fund expenditures are tracking approximately \$2.4 million or 3.1% higher than the adopted budget. Similarly, preliminary FY 2020-21 expenses are anticipated to be \$5.6 million higher than revised FY 2019-20 expenditures. This increase is discussed in more detail in the sections below.

Table 2

EXPENDITURES (IN THOUSANDS)	ADOPTED FY 2020	REVISED FY 2020	PROJECTED FY 2021
Personnel	\$ 56,583	\$ 56,551	\$ 61,434
Purchased Services and Supplies	12,516	13,972	14,402
Utilities	1,123	1,578	1,886
Capital	-	203	-
<u>Net Transfers Out</u>	<u>12,047</u>	<u>12,158</u>	<u>12,369</u>
Grand Total	\$ 82,269	\$ 84,463	\$ 90,091

FY 2019-20 Capital Improvement Project (CIP) Mid-Year Update

Table 3 provides an update regarding FY 2019-20 adopted CIP projects with new appropriations and budget transfers. The proposed appropriations are from non-general fund sources; the budget transfers represent staff recommendations for closing out CIPs and moving funds to other underfunded projects.

Typically, full project updates occur during award of contracts and final acceptance.

Table 3

NEW APPROPRIATIONS		
CIP	Amount	Fund
71107-Public Facilities Master Plan Updates	\$ 500,000	366-TIMP Public Facilities
71108-Public Safety Master Plan Updates	\$ 420,000	367-TIMP Public Safety
71111- Grand Theater Repair	\$ 355,000	615-Building Maintenance
72116-Crosswalk Study	\$ 50,000	245-Gas Tax
73168-Reconstruction 6th St, west of Tracy Blvd	\$ 200,000	245-Gas Tax
73177- ADA Accessibility Improvements	\$ 150,000	268-CDBG
73177- ADA Accessibility Improvements	\$ 115,000	245-Gas Tax
77560-Paratransit Bus Replacement	\$ 250,000	573-Transit
77561-Fixed Route Transit Bus Replacement	\$ 1,280,000	573-Transit
77584-Transit Station Rehab	\$ 400,000	573-Transit

BUDGET TRANSFERS			
CIP	In	Out	Fund
71110-Police Department Gun Range	\$ 180,000		301-General Projects
71087-Recarpet/Repaint Police Facility		\$ (130,000)	301-General Projects
71102-Roof Replacement Police Annex		\$ (51,000)	301-General Projects
78173-Playground Replacements Alden & Yasui Parks	\$ 100,000		301-General Projects
78177-Community Center Expansion Phase 2		\$ (100,000)	301-General Projects

PROJECTED FY 2019-20 YEAR END FUND BALANCE ENDING JUNE 30, 2020

At the adoption of the FY 2019-20 Operating and Capital Budget, a deficit of approximately \$3M, or approximately 5% was projected. It is anticipated that the budget shortfall will be closed through modest revenue growth and one-time savings, including staff position vacancies and fund balance (reserves). While the net result is a balanced budget for FY 2019-20 that maintains the City's Fund Balance Policy and preserves Measure V funds, the City cannot continue to close future budget shortfall through one-time solutions and reserves to fund ongoing operational expenses. Unless permanent structure changes are made, the City's deficit will continue to grow.

Historical General Fund-Fund Balance

Table 4 reflects the components of the General Fund over a five year horizon. The total FY 2019-20 fund balance is anticipated to be \$28.5 million. The City's two key reserves policies combined (20% Contingency Reserve and 10% Economic/Budget Stability Reserve) are approximately \$22.3 million. The City continues to maintain its reserve policy, which requires a minimum fund balance in the General Fund balance of 30% of operating revenues. In addition, the City Council has directed staff to reserve uncommitted Measure V funds for future amenities, \$5 million as of FY 2018-19.

The estimated uncommitted/carryover reserves fund balance (excess reserves) as of the end of FY 2019-20 is \$304,000; while one-time, these funds could be used to partially close the projected FY 2020-21 deficit.

However, as shown in table 4, the projected fund balance of \$24.7 million for FY 2020-21 is not enough to maintain both the City's 30% reserve policy (\$22.3 million) and Measure V reserves (\$5 million).

Table 4

COMPONENTS OF FUND BALANCE (IN THOUSANDS)	ACTUALS FY 16-17	ACTUALS FY 17-18	ACTUALS FY 18-19	REVISED FY 19-20	PROJECTED FY 20-21
Ending Fund Balance (as adjusted)	37,425	38,325	30,566	28,765	24,731
(less Committed Reserves) 30% Reserve Policy	17,574	22,441	22,324	22,324	22,324
Measure V Reserves	1,953	7,550	5,645	5,645	5,645
Other Committed Reserves	528	1547	492	492	492
Uncommitted/Carryover Reserves	17,370	6,787	2,105	304	(3,730)

A LOOK AHEAD - PRELIMINARY FY 2020-21 GENERAL FUND BUDGET

The FY 2020-21 budget development process is currently underway and General Fund revenues are anticipated to reflect a total growth of 4.1% or \$3.4 million. Similarly, General Fund expenditures are expected to grow approximately 7.5% or \$5.4 million over the prior year. Drivers of cost include COLA adjustments in current employee contracts (4%), growing CalPERS costs due to changes in actuarial assumptions and investments, and health care expenses (\$750,000 or 8%). Inflationary costs for services and supplies (non-personnel) are also contributing to an increase in expenses. Additionally, the City's utilities' cost increase \$308,000, of which \$250,000 is the new lights at Legacy Fields. Last, 3 new sworn police positions are included in the preliminary budget, consistent with past Council direction. In FY 2018-19, Council directed the phase in of 11 positions over a three year period to meet growing service demands. The preliminary FY 2020-21 budget reflect the last three positions for this multi-year phase in. The preliminary budget also includes a transfer out of Measure V revenue to fund capital amenities (aquatic center, a multi-generational recreation and gymnasium center, and future phases of Legacy Fields).

Given that projected revenues are not keeping pace with expenses, the FY 2020-21 anticipated deficit is \$3.7 million.

Similar to FY 2019-2020, there will likely be vacancy savings that may reduce the deficit; however, it is not a value that can be relied upon to close the budget shortfall, nor will it address the City's ongoing structural deficit. The projected deficit is not anticipated to turn around in the short-term. Historically, the City's deficit has carried forward since FY 2016 since the sunset of Measure E and while not a best practice, reserves have been used to close the gap between revenues and expenses. Additionally, the preliminary FY 2020-21 budget does not have adequate funding sources for citywide capital needs other than Measure V, which has been allocated for three recreational amenities. In prior year budgets, some funding allocations from reserves were considered; however, given the FY 2020-21 anticipated deficit, no proposals for capital are presented in these assumptions.

Table 5

Preliminary FY 20-21 General Fund Annual Operating and Capital Budget

(IN THOUSANDS)	PROJECTED FY 20-21
Total Revenues	\$ 86,057
Total Expenditures	77,722
Net Transfers Out	12,369
FY 19-20 Reserve Carryover	<u>304</u>
Net Change to Fund Balance	\$ (3,730)

FY 2020-21 ANNUAL BUDGET DIRECTION

The proposed FY 2020-21 will be developed within the framework of the Council strategic priorities established for FY 2019-2021.

The adopted Council goals are the following:

	Council Strategic Priorities and Objectives	
Quality of Life	Goal 1:	Facilitate the Completion of Measure V Amenities
	Goal 2:	Advance Infrastructure Projects to Improve Citywide Traffic Conditions
	Goal 3:	Develop a Homelessness Strategic Plan
	Goal 4:	Engage in Efforts to Increase Inventory of Affordable and Workforce Housing in Tracy
Economic Development	Goal 1:	Continue to Support Valley Link
	Goal 2:	Develop and Implement Cannabis Regulations
	Goal 3:	Continue to Advance Transit Oriented Development Opportunities
	Goal 4:	Attract Businesses in Targeted Industries that meet the needs and desires of the Community
Public Safety	Goal 1:	Support Efforts to Enhance Citywide Traffic Conditions
	Goal 2:	Develop a Homelessness Strategic Plan
	Goal 3:	Strengthen Community Safety through Crime Prevention Reduction Activities
	Goal 4:	Enhance Citywide Emergency Management Capabilities
Governance	Goal 1:	Increase Public Awareness Around City Finances and Other Civic Matters
	Goal 2:	Encourage the Development of Good Governance Policies
	Goal 3:	Ensure Short and Long Term Financial Sustainability

The budget framework will also be centered around the following best budget practices:

Prepare a 10-Year Financial Forecast. In keeping with the City's past practice, an updated 10-year financial forecast will be prepared that incorporates the five-year CIP plan, and revenue and operating cost projections for each of the City's major funds (e.g., General Fund, Special Revenue Funds, Enterprise Funds).

Evaluate Long-Term Obligations. The FY 2020-21 budget will include a more comprehensive long-term forecast that includes funding and service level alternatives for Council consideration. Studies regarding current and future pension and retiree medical obligations and new revenue and fees are near completion and will be also be discussed as part of the FY 2020-21 budget. Part of this discussion will include the condition of citywide infrastructure and assets and future costs for maintenance and replacement.

Update the City's Five-Year Capital Improvement Project (CIP) Plan. The annual budget will include an updated CIP plan for FY 2020-21. In addition, staff is developing a long-term fiscal plan for City infrastructure and assets that will include a funding analysis for the proposed projects over a five-year period and a prioritization of projects using defined criteria that incorporates health and safety, legal/regulatory requirements, and quality of life considerations in the prioritization of those projects. Currently, it is anticipated that there is limited General Fund revenue available to support new projects.

Maintain City's Fund Balance Reserve Policy. The General Fund target reserve policy of 30% of annual operating expenditures plus transfers out will be used as a basis for evaluating reserve levels.

Maintain Existing Service Levels. As part of the FY 2020-21 budget development process, it will be assumed that services will be maintained at existing levels. That being said, departments will evaluate their respective operations, seeking to maximize their potential revenues and control costs while still meeting the strategic priorities of the City Council. Moreover, additional services or employee positions will not be included in the budget unless there is an identified and reliable on-going revenue source that will fully cover the costs of such services.

Identify Revenue Enhancement and Cost Containment Strategies. The proposed budget will include strategic short and long-term budget approaches to address the City' structural deficit.

Staff is seeking Council direction and/or additional input from Council regarding the suggested budget development framework in preparation for the upcoming FY 2020-21 Budget Workshop as reflected in the budget calendar below.

NEXT STEPS & BUDGET CALENDAR FOR FY 2020-21

The following milestones are presented as placeholders in preparing and adopting the City's FY 2020-21 Annual Budget.

Council Budget Calendar

- February 17: Mid-year Update FY 2019-20
- March 17: 10-year Forecast
- April 7: CIP FY 2020-21
- May 19: Budget Proposal (consideration for adoption)

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 is recommending minor amendments to the General Fund and the Capital Improvement Projects for FY 2019-2020. There are sufficient funds for these amendments.

RECOMMENDATION

The City Council, by resolution, authorizes the Budget Officer to amend the adopted FY 2019-2020 budget to reflect the amendments to the General Fund and Capital Improvement Project Budget as proposed; and provide direction regarding the framework for the development of the FY 2020-21 Operating and Capital Budget.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AMENDING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council, on June 4, 2019, adopted the FY 2019-20 Operating and Capital Budget for the City of Tracy, and

WHEREAS, based upon a review of revenues and expenditures, the City Manager has prepared and proposed additional amendments to the FY 2019-20 budget, and

WHEREAS, proposed amendments include re-appropriations from FY 2018-19 for items that that were either underway, postponed, or otherwise delayed into FY 2019-20, and

WHEREAS, proposed amendments include new appropriations and budget transfers for FY 2019-20 Capital Improvement Projects, and

WHEREAS, the City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting, and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Amended Municipal Budget for the Fiscal Year 2019-20 as evidenced by the attached summary of FY 2019-20 Revised General Fund Budget and Capital Improvement Projects Exhibit A.

* * * * *

The foregoing Resolution 2020_____ was passed and adopted by the Tracy City Council on the 18th day of February, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

General Fund Revised Budget FY 2019-20

Revenues (in thousands)	Adopted FY 2020	Revised FY 2020
PROPERTY TAX	24,199	24,916
SALES TAX	33,745	35,827
OTHER TAXES	2,711	2,716
CHARGES FOR SERVICES	11,216	11,600
CONTRIBUTIONS	147	146
FINES AND FORFEITURES	466	156
LICENSES AND PERMITS	3,843	4,447
OTHER REVENUES	14	24
REVENUES FROM OTHER AGENCIES	1,565	1,076
SPECIAL ASSESSMENT	429	454
USE OF MONEY	721	1,299
Revenue Totals	79,057	82,662
Expenditures (in thousands)		
DEPT	Adopted FY 2020	Revised FY 2020
NONDEPT	376	442
CITY ATTORNEY'S OFFICE	1,069	1,158
CITY MANAGER'S OFFICE	2,576	2,823
ELECTED	223	197
CULTURAL ARTS	2,235	2,369
HUMAN RESOURCES	1,099	1,411
FINANCE	5,055	4,857
DEVELOPMENT SERVICES	1,187	1,109
ECONOMIC DEVELOPMENT	689	608
POLICE	30,557	31,359
FIRE	15,008	15,024
PARKS AND REC	3,480	3,445
PUBLIC WORKS	6,178	6,892
UTILITIES	489	408
CAPITAL	-	203
Total Expenditures	70,222	72,305
Net Transfers (In)/Out	12,047	12,158
Carryover from Prior Year		(2,000)
Changes to Fund Balance	(3,213)	199

Capital Improvement Budget Amendments and Transfers FY 2019-20

NEW APPROPRIATIONS		
CIP	Amount	Fund
71107-Public Facilities Master Plan Updates	\$ 500,000	366-TIMP Public Facilities
71108-Public Safety Master Plan Updates	\$ 420,000	367-TIMP Public Safety
71111- Grand Theater Repair	\$ 355,000	615-Building Maintenance
72116-Crosswalk Study	\$ 50,000	245-Gas Tax
73168-Reconstruction 6th St, west of Tracy Blvd	\$ 200,000	245-Gas Tax
73177- ADA Accessibility Improvements	\$ 150,000	268-CDBG
73177- ADA Accessibility Improvements	\$ 115,000	245-Gas Tax
77560-Paratransit Bus Replacement	\$ 250,000	573-Transit
77561-Fixed Route Transit Bus Replacement	\$ 1,280,000	573-Transit
77584-Transit Station Rehab	\$ 400,000	573-Transit

BUDGET TRANSFERS			
CIP	In	Out	Fund
71110-Police Department Gun Range	\$ 180,000		301-General Projects
71087-Recarpet/Repaint Police Facility		\$ (130,000)	301-General Projects
71102-Roof Replacement Police Annex		\$ (51,000)	301-General Projects
78173-Playground Replacements Alden & Yasui Parks	\$ 100,000		301-General Projects
78177-Community Center Expansion Phase 2		\$ (100,000)	301-General Projects

February 18, 2020

AGENDA ITEM 3.F

REQUEST

UPDATE AND DISCUSSION REGARDING WARMING CENTER AND SAFE PARKING PROGRAM ON CITY-OWNED PROPERTY AND PROVIDE FURTHER DIRECTION TO STAFF

EXECUTIVE SUMMARY

At the February 4, 2020 City Council meeting, Council discussed taking emergency measures to address health and safety issues related to homelessness prior to Council's consideration of a Homelessness Strategic Plan next month. Council directed staff to prepare Requests for Proposals (RFPs) to establish a warming center in Tracy and safe parking program. During the discussion, the topic of providing transportation to homeless individuals to access services outside of Tracy was also raised.

This item presents an update on the Warming Center RFP, staff's preliminary research, and analysis on the establishment of a safe parking program and brief overview of transportation to services. Given the scale of this project, staff requests that Council provide further direction on the specific policy issues identified herein and provide feedback on staff's recommendations for next steps/work plan.

DISCUSSION

As part of the City Council's consideration of Agenda Item 3.F on February 4, 2020, Council directed staff to prepare an RFP to service providers that would establish and operate a warming center and/or a safe parking program. The warming center would be a heated facility for overnight stay with access to restrooms.

Additionally, Council expressed interest in developing and implementing a safe parking program on publically owned land and allow over-night parking in these designated lots. The report provides additional program research and identifies policy questions for Council consideration.

Lastly, Council discussed the provision of transportation to services for homeless individuals. During the meeting, staff advised Council that further research and analysis was needed in order for staff to present recommendations to Council for next steps. This report describes staff's preliminary findings and proposed next steps for Council's consideration and feedback.

Update Regarding Warming Center Request for Proposals

Staff issued a Request for Proposals (RFP) seeking service providers to establish and operate a warming center in the City of Tracy. Per Council direction, the RFP contained the following operational criteria:

- Duration: through March 18, 2020
- Provide heating
- Allow overnight stays
- Access to restrooms
- City funding not to exceed \$25,000

The RFP is intentionally broad to provide maximum flexibility for service providers to submit applications to showcase their ability to provide a warming space and associated services based on their experience.

Warming Center Request for Proposal Schedule	
EVENT	DATE
RFP released	Thursday, February 13, 2020
Pre-Proposal informational meeting	Thursday, February 20, 2020 @ 3pm
Proposals due	Monday, February 24, 2020 @ noon
Initial review of proposals completed	Tuesday, February 25, 2020
City awards funding	Thursday, February 27, 2020
Program begins	Monday, March 2, 2020

Safe Parking Program

While Council consensus was for staff to issue an RFP for the operation of a safe parking program on a public property, it was determined that additional research and analysis was needed. Staff has commenced research on the establishment of a safe parking program and recommends Council further discuss the program components and policy considerations to help shape Tracy's Safe Parking Program.

<i>Program and Policy Considerations Regarding Safe Parking Program</i>

✓ Program Development

A number of jurisdictions throughout California have implemented safe parking programs as a component of a comprehensive strategy to address homelessness. A safe parking program designates a safe and legal location in which individuals without shelter who dwell in their vehicles, including recreational vehicles (RVs), may remain overnight uninterrupted. The goal of many of these programs is to identify, assess, and connect individuals with service providers who can assist with obtaining permanent housing, employment, and social services. While not every safe parking program is the same, the typical components of safe parking programs include:

- Participant registration and screening and established eligibility criteria such as operable vehicles and valid vehicle registration
- Operated by a social service provider such as non-profit organization or faith-based organization
- On-site security and case management services

- Restrooms
- Located on public and private property
- Public and private funding sources

While the number and demographics of users of a safe parking program in Tracy is currently unknown, developing a pilot program would assist in understanding the number of safe parking spaces needed, as well as to help identify demographics such as number of persons per vehicle, ages and income level, where the individuals most recently held temporary or permanent housing, and other characteristics that would help service providers direct them to appropriate resources to obtain permanent housing. Staff could evaluate usage and periodically report back to Council.

Further direction is needed regarding the following questions related to program development:

- 1. Does Council wish to authorize staff to develop a temporary pilot safe parking program with periodic updates?**
- 2. Does Council wish to establish eligibility requirements like priority entry for people who have had some type of previous connection to Tracy? This may include, but is not limited to those with prior or current residence in Tracy, children attending Tracy schools, or active employment in the city?**

✓ Potential Sites

The City currently owns multiple parking lots that are open to the public. The majority of these lots are located next to City parks. Similarly, the City also owns several vacant and unimproved parcels. Staff is currently evaluating the feasibility of public parking lots and vacant parcels for a safe parking program.

To allow for maximum flexibility, many cities have multiple parking locations spread across the city, both on public and private land. The City of Livermore, for example, has six different locations identified for safe parking. The safe parking lots rotate daily so that no one location or entity is overburdened.

Further direction is needed regarding the following questions related to potential sites:

- 3. Prior Council direction was to explore publicly owned land for a safe parking program. Does Council also wish to consider use of privately owned land?**
- 4. Does Council wish to broaden the RFP to include locations that are on either publicly or privately owned land (improved or unimproved)?**
- 5. Does Council wish to broaden the RFP to include both non-profits service providers and private property applicants?**

✓ Enforcement of Local and State Laws regarding Parking

One of the purposes of establishing safe parking areas is to grant people and families living out of cars a safe and legal place for an uninterrupted night's rest. People who live in their vehicles often have some type of income and may be experiencing homelessness for the first time, and therefore may be unaware of the services available to them. One goal of providing safe parking could be to provide stability and connect this homeless population with resources that will help them obtain permanent housing.

As part of a city initiative to implement a safe parking program, program operators can require established rules for behavior such as the prohibition of alcohol or drug use or prohibit cooking inside vehicles. Further, the Police Department could use discretion under "spirit of the law" for administrative or procedural violations such as, but not limited to, Tracy Municipal Code (TMC) violations. Many program operators prefer this discretion and assist individuals with services that may help them in correcting minor vehicular violation to bring vehicles into compliance within the law. The Police Department would still respond to calls for service, acts of violence or other on-view Penal code violations.

Another enforcement consideration regarding safe parking usage is that, the TMC does not allow recreational vehicle (RV) parking in public lots. RVs can range in length from a few feet to well over 40 feet, the latter of which often require the use multiple parking spaces to appropriately "park" the vehicle. Since there are at least a few known instances of otherwise homeless individuals living in RVs in Tracy, it is suggested that, should Council wish staff to develop a pilot safe parking program, that Council consider directing staff to either update the TMC to allow for RV parking in public lots and/or allow for exceptions in designated safe parking lots.

Further direction is needed regarding the following questions related to enforcement:

6. Does Council wish to allow overnight parking of RV's on City-owned parking lots under within designated safe parking lots?

✓ Liability Issues

Council raised concerns about the City's exposure to liability with respect to the operation of a warming center and safe parking in Tracy. As stated, the extent of the City's exposure to liability is fact-dependent. Currently, state law provides some relief to public agencies who allow homeless individuals to occupy public facilities, through the governing body's declaration of a shelter crisis. (Govt. Code §§ 8698-8698.4.)

A shelter crisis declaration is a finding by the City Council that a significant number of persons within its jurisdiction are without the ability to obtain shelter, and that the situation has resulted in a threat to the health and safety of those persons. The shelter crisis declaration allows those persons who are unable to obtain housing to occupy public facilities during the period of the state of emergency. This declaration could provide the City immunity from claims of ordinary negligence in providing its public facilities to homeless individuals during the period of the emergency, and would suspend state and local housing, health, and safety standards to the

extent that strict compliance would impede the City's efforts to alleviate the shelter crisis. The application of a shelter crisis declaration to the operation of a warming center or safe parking at a City facility could allow the City to come under the protections of the immunity provided under state law during the period of emergency.

Further direction is needed regarding the following questions related to liability:

7. Does Council wish to consider declaring a shelter crisis to invoke immunity from certain potential claims?

Provision of Transportation to Services

Council also inquired about the provision of bus tickets to homeless individuals seeking reunification with family or to obtain services or shelter outside of Tracy.

Currently, there are some service providers in Tracy that provide transportation services on a case by case basis. To this end, City Code Enforcement and Law Enforcement personnel will continue to connect individuals with local providers.

Additionally, as mentioned at the last Council meeting, the City of Santa Ana sued the cities of San Clemente, Dana Point, San Juan Capistrano, and the County of Orange, accusing the agencies of opposing and refusing to establish their own homeless shelters and unfairly shifting the obligations to Santa Ana. Santa Ana dismissed the cities and the only named defendant is the County of Orange. Staff will continue to track this case as part of its ongoing research.

FISCAL IMPACT

None

STRATEGIC PLAN

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

RECOMMENDATION

Receive preliminary report regarding potential implementation of a Safe Parking Program on City-owned Property and provide further direction to staff on next steps.

Prepared by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

AGENDA ITEM 3.G

REQUEST

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

EXECUTIVE SUMMARY

San Joaquin One Voice® (One Voice) is an annual trip in which representatives from San Joaquin County address topics of regional concern to Federal elected officials and staff in Washington D.C. This year, One Voice will be held from May 10 through May 14, 2020. This trip typically includes the City's representative on the San Joaquin Council of Governments (SJCOG) Board and an alternate. Additionally, members of Council have conducted a separate lobbying shortly before the SJCOG trip to Washington D.C. to address the specific needs of the City of Tracy. Lastly, staff is proposing a State lobbying effort to augment and support the City's federal outreach. The purpose of this discussion is to address Council travel to these lobbying events and approve travel for the Pre-One Voice trip.

DISCUSSION

In the past, Tracy's representatives on the SJCOG Board have attended the One Voice trip to Washington D.C., normally held in the spring each year, to join other elected officials from San Joaquin County to discuss issues of regional concern with their Federal representatives. The 2020 dates are May 10 through May 14, 2020. The SJCOG encourages their City Board Members and their alternates to attend the lobbying event. The SJCOG waives the registration fee for the Board member and pays 50% of their lodging and airfare. In the past, the City's expense has averaged approximately \$6,500 for the One Voice trip for two members, which took into account the credit for one registration and other reimbursements.

In 2019, all Council Members and the Mayor attended the SJCOG One Voice Trip. The cost associated with this trip was \$18,334. While COG does not have a policy regarding the size of a jurisdiction's delegation, COG staff encourages agencies to limit the number of participating representatives to a Board Member, alternate and staff member. This approach helps to ensure a better managed lobbying event.

As such, this year staff is recommending that the City limit their attendees to the current Board Member, the alternate, and appropriate staff. Per Section A of Council Resolution No. 2007-075, the Policy for Reimbursement for Travel and Expenses for Elected and Appointed Officials (Attachment A), the One Voice trip does not require prior approval by the City Council.

In addition to and in advance of the One Voice trip, the City Council has previously chosen to travel to Washington D.C separately (Pre-One Voice). This has allowed

the Council to hold lobbying meetings with Federal officials and staff members to discuss concerns more specific to the City of Tracy. The trips to and from Washington D.C. average three to four days and the expense is approximately \$3,500 per person. In the past, four Council Members attended this lobbying effort. If three or more Council members attend the trip, the City will be required to post the necessary public notices in conformance with the Brown Act. In order to avoid any potential conflicts with the Brown Act, ensure a well-managed lobbying experience, and reduce travel expenses, staff recommends that a maximum of two Council Members attend the Pre-One Voice lobby effort.

Staff has contacted the City's federal lobbyist for potential travel dates. Suggested travel weeks are yet to be determined.

To further enhance the City's lobbying efforts, staff proposes a state lobbying effort to take place in Sacramento in 2020. Townsend Public Affairs, the City's state lobbyist, can assist in coordinating meetings with the appropriate State Representatives and agencies. Travel dates have yet to be decided. Staff recommends that two Council Members attend with staff.

The purpose of this report is to allow Council to discuss Council travel, related to the SJCOG One Voice trip, the earlier City Pre-One Voice lobbying trip and the State lobbying trip and approve Council Members' travel for the Pre-One Voice trip.

STRATEGIC PLAN

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

FISCAL IMPACT

The FY 19/20 annual appropriation for Council travel and meals is \$35,391. The current balance available is approximately \$27,206.

The estimated cost for both the SJCOG One Voice trip and the Pre-One Voice trip is approximately \$3,500 per person. Therefore, if the Mayor and Council, and City Manager attend the One Voice trip, the cost would be approximately \$18,334 with SJCOG's reimbursement.

The estimated cost of the Pre-One Voice trip, with four Council members and two staff in attendance would be approximately \$21,000 (\$3,500 per person).

Currently, staff does not have a budget for the proposed State lobbying effort.

If all Council members attend the SJCOG One Voice trip and four members attend the Pre-One Voice trip, total cost would be \$39,334. Under this scenario, there are insufficient funds in the current Council travel budget.

However, should Council consider reducing the One Voice delegation (Mayor,

COG Alternate, Staff), the total cost would be \$7,000. Similarly, the Pre-One Voice cost would also be \$7,000 for a 3-member delegate (2 Councilmembers, one staff). The combined cost for both delegations would be approximately \$14,000.

RECOMMENDATION

Discuss upcoming City Council travel to Washington D.C. for lobbying efforts for the San Joaquin Council of Governments (SJCOG) One Voice trip; travel to Washington, D.C. for lobbying efforts for The City of Tracy (Pre-One Voice); travel to Sacramento for state lobbying efforts; and approve Pre-One Voice trip travel.

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

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Council Resolution No. 2007-075: the Policy for Reimbursement for Travel and Expenses for Elected and Appointed Officials

Resolution No. 2007-075

**REVISING THE POLICY AND PROCEDURES
FOR TRAVEL AND EXPENSES REIMBURSEMENT
FOR ELECTED AND APPOINTED OFFICIALS**

WHEREAS, the City Council finds that it is in the best interests of the City that elected and appointed officials remain informed and trained in activities, developments and professional trends affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens; and

WHEREAS, appointed officials include Planning Commission, Parks and Recreation Commission members, and other non-employee members of boards, commissions, and committees; and

WHEREAS, the City of Tracy takes its stewardship over the use of its limited public resources seriously; and

WHEREAS, public resources should only be used when there is a substantial benefit to the City; and

WHEREAS, such benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participating in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars designed to improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service; and

WHEREAS, a) legislative and other regional, state and federal agency business is frequently conducted over meals; b) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and c) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law; and

WHEREAS, this Policy provides guidance to elected and appointed officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured; and

WHEREAS, Government Code section 36514.5 allows council members to be reimbursed for actual and necessary expenses incurred in the performance of their official duties; and

WHEREAS, On April 17, 2007, Council revised the policy to include a remedy for non-compliance by Board and Commission members; and

WHEREAS, this Policy satisfies the requirements of Government Code sections 53232.2 and 53233.3.

NOW, THEREFORE, the Tracy City Council does resolve, declare, determine and order as follows:

SECTION 1: Resolution No. 2007-023 is hereby repealed. The Travel and Expenses Reimbursement Policy and Procedures for Elected and Appointed Officials in the City of Tracy, attached hereto as Exhibit "A", is hereby adopted.

SECTION 2: This resolution shall take effect immediately upon adoption.

The foregoing Resolution 2007-075 was passed and adopted by the Tracy City Council on the 17th day of April, 2007, by the following vote:

AYES: COUNCIL MEMBERS: SUNDBERG, TOLBERT, TUCKER, IVES

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: ABERCROMBIE

ABSTAIN: COUNCIL MEMBERS: NONE

Basil H. Shree
Mayor

ATTEST:

Sandra Y. Edwards
City Clerk

EXHIBIT "A" TO RESOLUTION NO. 2007-075

POLICY FOR REIMBURSEMENT
FOR TRAVEL AND EXPENSES
FOR ELECTED AND APPOINTED OFFICIALS

The City Council of the City of Tracy believes that it is important that elected and appointed officials (including Planning Commissioners, Parks and Recreation Commissioners, and other volunteer members of boards, commissions, and committees) remain informed and trained in issues affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

In order to promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the City Council hereby sets forth the travel and expense reimbursement policies for the City of Tracy.

All anticipated conferences, conventions and professional meetings shall be budgeted for in the current operating budget. As the trip is being paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and/or as many sessions as possible.

All elected officials and appointed officials (including the City Manager and City Attorney) who receive compensation for their service or reimbursement for their expenses shall comply with this Policy. This shall include Planning Commissioners, Parks and Community Services Commissioners, and Cultural Arts Commissioners.

A. AUTHORIZED EXPENSES

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the city's interests;

4. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);

5. Attending City events;

6. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member;

7. Meetings such as those listed above for which a meeting stipend is expressly authorized under this Policy, and

8. City council members may be reimbursed for Internet and/or Cable TV expenses related to, and used in connection with, their official duties.

All other expenditures require prior approval by the City Council.

Expenses for international and out-of-state travel, other than the annual "One-Voice" trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require prior City Council approval.

For the purposes of this Policy, if the City pays directly for the expenses it is not considered a reimbursement (e.g. conference fees).

B. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses, when accompanying official on agency-related business¹, as well as children- or pet-related expenses;

4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

5. Alcohol/personal bar expenses;

6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

7. Personal losses incurred while on City business.

8. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

¹ If trip arrangements are made, as a convenience, for spouse or family members, reimbursement to the City for any advanced expenses must be received by the City prior to the trip.

C. COMPENSATION FOR ATTENDANCE AT MEETINGS

Compensation for meeting attendance, for elected and appointed members of city boards and commissions, shall be as follows:

1. City Council members' salaries shall be set and enacted as mandated by the California Government Code.
2. Compensation for meeting attendance for members of the Planning Commission, Parks and Community Services Commission, and the Community Cultural Arts Commission, shall be established by resolution of the City Council.

D. TRANSPORTATION

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official proposes to drive his/her car in those cases, commercial air fare will be paid and not automobile mileage. Government and group rates must be used when available.

1. **Airfare.** Airfares that are reasonable and economical shall be eligible for reimbursement.
2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.
3. **Car Rental.** Rental rates that are reasonable and economical shall be eligible for reimbursement.
4. **Taxis/Shuttles.** Taxis or shuttles fares may be reimbursed, including a fifteen (15%) percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

E. LODGING

Lodging expenses will be reimbursed, or paid for, when travel on official city business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel shall apply (IRS Publication 463).

F. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to the maximum per diem for the meal as set by the IRS rate in effect at the time of travel. (See Cal. Gov't Code §53232.2(c) and Publication 1542 at www.irs.gov or www.policyworks.gov/perdiem.) The City will not pay for alcohol/personal bar expenses.

G. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, and parking expenses incurred on City business. Telephone bills should identify which calls were made on City business.

H. CASH ADVANCE POLICY

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Manager ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of City;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the City within five (5) working days of the official's return, along with an expense report and receipts documenting how the advance was used. In the event the City Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the City Council.

I. CREDIT CARD USE POLICY

City does not issue credit cards to individual office holders but does have an agency credit card for selected City expenses. City office holders may use the city's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this Policy must be submitted within five (5) working days of use. Except as allowed under Section B(3), city credit cards may not be used for personal expenses, even if the official subsequently reimburses the City.

J. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the city. This form shall include the following advisory:

"All expenses reported on this form must comply with the city's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the city's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an

expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the City Manager. The City Manager shall determine if the public funds advanced must be reimbursed to the City. Any decision of the City Manager may be appealed to the City Council.

All expenses are subject to verification that they comply with this Policy.

K. REPORTS TO CITY COUNCIL, BOARD OR COMMISSION

At the next regular City Council (or Board or Commission) meeting, each official shall make a brief report (written or oral) on meetings attended at City expense. If multiple officials attended, a joint report may be made.

L. COMPLIANCE WITH LAWS; VIOLATION

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

Failure of an appointed Board or Commission member, after forty-five (45) days written notice, to complete the training required by AB1234 and this Policy shall result in the automatic removal of the member from their Board or Commission position.

AGENDA ITEM 3.H

REQUEST

APPROVE THE CITY OF TRACY 2020 REGIONAL TRANSPORTATION AND LOCAL PROJECT PRIORITY SUBMITTAL FOR CONGRESSIONAL APPROPRIATION REQUESTS DURING SAN JOAQUIN COUNCIL OF GOVERNMENTS' ONE VOICE TRIP TO WASHINGTON D.C.

EXECUTIVE SUMMARY

City Council's approval of the listed projects will allow these transportation improvement projects to be eligible for inclusion in the San Joaquin Council of Governments' (SJCOG) One Voice trip to Washington D.C. legislative agenda and congressional funding appropriation requests.

DISCUSSION

Every year the City of Tracy submits a list of projects to SJCOG for consideration in their legislative agenda and congressional appropriation requests during the One Voice trip to Washington D.C. The One Voice trip includes representatives of San Joaquin County, SJCOG, and city elected officials. Each city is asked to submit a projects of regional significance, and projects for local improvements. Nominated regional projects must meet the following criteria:

- Projects should be regional in nature, meaning their impact extends beyond the immediate location of the project to other jurisdictions within the region.
- Project readiness should be key to selection, meaning any request should be able to utilize funding, or whatever authority is granted, within two years.
- A project must be eligible to receive federal funding at the time of request.
- SJCOG will limit the number of regional projects to no more than three total.

Staff has reviewed the existing needs of various transportation projects and, based on the criteria above, is recommending the following three projects for the 2020 One Voice trip.

Valley Link / Transit Oriented Development (TOD) for proposed Tracy Station (Connecting BART and ACE Rail System)

Total Local One-Voice Request	\$ 5 million (Implementation of TOD)
Total Valley Line Construction Cost (estimate)	\$1.8 billion
Valley Link Grant Submittal	\$25 million (BUILD Grant)

The growth of Northern San Joaquin Valley commuters to the Bay Area on the I-205 and I-580 have been particularly dramatic, more than doubling from 31,670 in 1990 to 64,930 in 2013, with traffic anticipated to increase another 75% within the next two decades. Additionally, nearly 14,000 trucks per day slowly travel over the Altamont Pass causing further congestion and bottlenecks.

The Metropolitan Transportation Commission ranks the I-580 among the Bay Area freeway corridors with the highest commuting delays.

To ease congestion, the Valley Link plan came to surface and Valley Link will extend initially from the planned ACE Lathrop Station in San Joaquin Valley through the Altamont Pass, then readily connect with the Dublin/Pleasanton BART terminus station in the Tri-Valley, with additional Phase 1 stations in River Islands, Downtown Tracy, and Mountain House.

Concurrent with the Valley Link effort, the City of Tracy is pursuing the development and implementation of a Transit Oriented Development District surrounding the proposed downtown Tracy Valley Link station. The City will be pursuing the TOD Project independent of the Valley Link effort, as development of the downtown area is one of Council's highest priorities.

International Park of Commerce (IPC): Interchange Improvements and Parkway Improvements connecting the two Interchanges

Total Construction Cost (estimate)	\$122 million
Cost for Interchanges	\$85.6 million
Requested Appropriation	\$17.12 million (for interchanges only)

City will apply for a \$17 million Infrastructure for America (INFRA) Grant this year. Looking for support.

The International Park of Commerce (IPC) is an office, retail and industrial park comprised of approximately 1,700 acres and is generally located on the west side of Tracy bounded by I-205, the former Mountain House Parkway, Schulte Road and just east of Hansen Road. The Project is expected to create over 30,000 jobs at build-out and will include over 28 million square feet of building. The IPC Project is of national significance as it directly accesses 2 routes on the National Freight System. It is also within 50 miles of the Port of Oakland, the third largest port in California, and a Port with known rail congestion issues, making truck transport a necessary option for national goods movement. In order to facilitate efficient goods movement in the region and nationally, two interchanges and a key access parkway between the interchanges are necessary for construction.

The total construction cost for the 2 Interchanges is approximately \$85.6 million. The requested federal appropriations of \$17.12 million dollars (from the INFRA Grant Program) will be used for the construction.

Lammers Road/I-205 Interchange Project

Total Construction Cost (estimate)	\$63 million
Requested Appropriation	\$5 million (Phase 1)

Residents in San Joaquin County have one of the longest commute times in the nation. The construction of a new interchange at Lammers Road and I-205 is necessary to relieve traffic congestion from the I-205 corridor to the City of Tracy and Mountain House areas. The Project will provide connectivity to both east and westbound ramps from Eleventh Street and Byron Road. It will also provide access to the International Park of Commerce,

the County's largest planned industrial park. The total construction cost for the interchange is approximately \$63 million. The requested federal appropriations is \$5 million.

This list of projects, after approval from City Council, will be submitted to SJCOG for inclusion in the legislative agenda for the One Voice trip to Washington D.C. and congressional funding consideration. Submittal of projects to the SJCOG's One Voice effort does not necessarily mean continued participation in the program. SJCOG has published guidance for eligible projects to be: 1) Limit the number of regional projects to no more than three, 2) Projects should be regional in nature meaning their impact extends beyond the immediate location of the project to other jurisdictions within the region, 3) Project readiness should be key to selection meaning any request should be able to utilize funding, or whatever authority is granted, within two years, 4) A project must be eligible to receive federal funding at the time of request. Other alternatives can also be considered in the future to advocate for Tracy projects.

Further, based on the above criteria and to provide direction to SJCOG, staff recommends prioritizing our local project list in the following order:

1. International Park of Commerce (IPC) Interchanges
2. Valley Link / Local TOD Development and Implementation
3. Lammers Interchange

STRATEGIC PLAN

This agenda item is consistent with the Council's adopted Economic Development Strategy to ensure the availability of infrastructure necessary for development in Tracy.

FISCAL IMPACT

Approving the proposed projects for the One Voice trip will not impact the General Fund. The City is requesting approximately \$22.12 million in congressional appropriations and \$25 million as part of a future BUILD Grant Award. In addition to this funding, the proposed projects will be supported through other sources, including SJCOG Measure K Sales Tax and development impact fees.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, the City of Tracy 2020 regional transportation and local project priority submittal for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C.

Prepared by: Veronica Child, Management Analyst II

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

APPROVING THE CITY OF TRACY 2020 REGIONAL TRANSPORTATION AND LOCAL PROJECT SUBMITTAL FOR CONGRESSIONAL APPROPRIATION REQUESTS DURING SAN JOAQUIN COUNCIL OF GOVERNMENTS' ONE VOICE TRIP TO WASHINGTON D.C.

WHEREAS, The City of Tracy submits a list of projects for congressional appropriation consideration at the annual One Voice trip to Washington D.C., by the San Joaquin County Council of Governments and city elected officials, and

WHEREAS, Staff reviewed the existing needs of various transportation projects and is recommending the following three projects be submitted for congressional funding consideration as part of the One Voice trip:

Valley Link (Connecting BART and ACE Rail System)

Total Construction Cost (estimate) - \$1.8 billion
Requested Appropriation - \$25 million (BUILD Grant Request)

International Park of Commerce (IPC): Interchange Improvements

Total Construction Cost (estimate) - \$85.6 million
Requested Appropriation - \$17.12 million

Lammers Road/I-205 Interchange Project

Total Construction Cost (estimate) - \$63 million
Requested Appropriation - \$5 million (phase 1)

WHEREAS, In addition to the requested congressional appropriations, funding for the above projects will be shared by a variety of sources including Measure K Sales Tax and development impact fees;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the aforementioned City of Tracy 2020 regional transportation and local project submittal for congressional appropriation requests during San Joaquin Council of Governments' One Voice Trip to Washington D.C.

* * * * *

The foregoing Resolution 2020-_____ was introduced and adopted at a regular meeting of the City of Tracy City Council on the 18th day of February 2020 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.I

REQUEST

**APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS
TO FILL AN UPCOMING VACANCY ON THE PLANNING COMMISSION**

EXECUTIVE SUMMARY

This item requests that Council appoint members to a subcommittee to interview applicants to fill an upcoming vacancy on the Planning Commission.

DISCUSSION

On March 30, 2020 the term of one Planning Commissioner will expire. A recruitment was advertised on February 6, 2020, and will close on February 27, 2020. At this time no applications have been received by the City Clerk's office.

In accordance with Resolution No. 2020-009, a two-member subcommittee needs to be appointed to interview the applicants and make a recommendation to the full Council.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council's strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council appoint a two-member subcommittee to interview applicants to fill one upcoming vacancy on the Planning Commission.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A – Resolution No. 2020-009

RESOLUTION 2020-009

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR
APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO.
2004-089 AND RESOLUTION NO. 2004-152

WHEREAS, In March 2004, the Tracy City Council adopted Resolution No. 2004-089 establishing a policy for the selection process and defining residency requirements for appointee bodies ("Policy") in accordance with Government Code sections 54970 et seq. that was last amended in May 2004, via Resolution No. 2004-152;

WHEREAS, The current policy states that the Mayor (or designee) and a selected Council member shall serve on a selection subcommittee to review applications to serve on an advisory body, interview applicants, and make a recommendation to the full Council on a candidate for appointment to an advisory body,

WHEREAS, In practice, Council appoints any two Council members to a subcommittee to review applications and interview applicants for an appointment to an advisory body, and

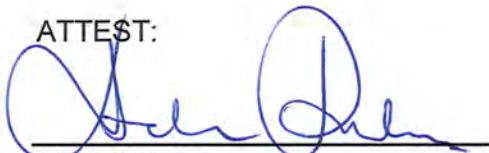
WHEREAS, Council wishes to amend the policy to accurately reflect its current practice.

NOW, THEREFORE, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2004-089, and Resolution No. 2004-152.

The foregoing Resolution 2020-009 was passed and adopted by the Tracy City Council on the 21st day of January, 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2020-009)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
 2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.
 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by the City Clerk.
- F. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.
- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.