TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, August 7, 2012, 7:00 p.m.

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

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

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

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

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

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

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

Full copies of the agenda are available at City Hall, 333 Civic Center Plaza, 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 – Employee of the Month
- Certificates of Appointment – Building Board of Appeals
- Certificates of Appointment – Youth Advisory Commission
- Tracy Babe Ruth Baseball League – State Championship Winners (U9)

1. CONSENT CALENDAR

A. Minutes Approval

B. Authorization to Purchase the Ballistic Engineered Armored Response All Purpose Vehicle from the California Emergency Management Agency Public Safety Procurement Program and Approve the Loan from the Equipment Replacement Fund for a Total Not to Exceed $282,000

C. Adopt Resolution Authorizing the City Manager to Execute Grant Contracts Necessary for the Purpose of Obtaining Proposition 63 Funds in the Amount of $200,000 for the Mayor's Community Youth Support Network Grant Program and Appropriating $200,000 from the San Joaquin County Behavioral Health Services Community Service Agreement

D. Appropriate $70,000 of Funds from Mariposa Energy, LLC into the Fire Department Budget for the Purchase of Emergency Equipment to Mitigate Service Impacts to the Fire Department

E. Find that it is in the Best Interest of the City to Forego the Formal Request for Proposal Process and Approve a Professional Services Agreement with GIS Data Resources, Inc. (GDR) to Improve the Accuracy and Completeness of the Geographic Information System (GIS) Database and the Master Street Address Guide (MSAG) Database and Ensure the Data Complies with the National Emergency Number Association (NENA) Guidelines and Appropriate the Receipt of a $75,000 Grant

F. Authorization of Amendments to the Landscape Maintenance Agreements (Amendment No. 12 to Agreement for Fully-Funded Zones to Remove Zones 3, 15, and 18; Amendment No. 8 to Agreement for Under-Funded Zones to Add Zones 3, 15, and 18)

2. ITEMS FROM THE AUDIENCE

3. APPROVAL OF PROPERTY DEVELOPMENT AND LEASE AGREEMENTS WITH TRACY LITTLE LEAGUE; TRACY BABE RUTH; AND TRACY FUTBOL CLUB FOR CONSTRUCTION AND MAINTENANCE OF SPORTS FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENTS

4. RECEIVE SEMI-ANNUAL REPORT ON THE 5TH GRADE DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM SERVICES RENDERED DURING FISCAL YEAR 2011-2012 AND PROVIDE ASSESSMENT OF HOW TRACY POLICE PERSONNEL WERE USED TO ASSIST IN THE DARE CLASSROOM

5. AUTHORIZE AN EXPENDITURE OF $8,000 FROM THE FY 12/13 WATER FUND BUDGET TO PAY FOR DELTA COALITION LOBBYING SERVICES RELATED TO THE BAY DELTA CONSERVATION PLAN AND THE DELTA PLAN

6. DISCUSSION AND DIRECTION RELATED TO THE CORDES RANCH PROJECT

7. RECEIVE REPORT AND APPROVE A DESIGN FOR THE LOLLY HANSEN SENIOR CENTER OUTDOOR RECREATION AREA PROJECT, CIP 78136

8. SECOND READING AND ADOPTION OF ORDINANCE 1174 AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE NORTHEAST INDUSTRIAL SPECIFIC PLAN, AMENDING SECTION 10.08.980, NAMES OF ZONES, AND ADDING SECTIONS 10.08.3022, NORTHEAST INDUSTRIAL SPECIFIC PLAN ZONE AND 10.08.3023,

9. ITEMS FROM THE AUDIENCE

10. COUNCIL ITEMS

    A. The Regular City Council Meeting Scheduled for Tuesday, November 6, 2012, be Rescheduled for Wednesday, November 7, 2012, Due to the General Municipal Election

    B. That the City Council Makes a Determination of Their Position on Five Resolutions to be Considered at the 2012 Annual Business Meeting of the League of California Cities Annual Conference

11. ADJOURNMENT

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

April 3, 2012, 6:00 p.m.

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

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

2. Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.

3. Items from the Audience – None.

4. CONDUCT A CITY COUNCIL WORKSHOP TO REVIEW THE PROPOSED FY 12-13 CAPITAL IMPROVEMENT PLAN (CIP) - Zane Johnston, Finance and Administrative Services Director, presented the staff report. The Capital Improvement Program (CIP) is a five year plan that identifies proposed capital projects for the City. The CIP contains a list of current projects (those that have not yet been completed) that have received an appropriation of funds in FY 11-12 or prior fiscal years. If any of those projects require additional funding it is noted in the year in which the funding is proposed.

   In addition to current projects, new projects are also noted. These projects may have funds proposed for appropriation in the upcoming FY 12-13 or may indicate funding in some future year.

   Projects with funding proposed for future years (FY 13-14 or after) are listed in the five year CIP horizon but they will not proceed toward implementation until appropriation is made by the Council. Adoption of the FY 12-13 CIP does not approve all projects in the CIP, but rather only those to receive funding in FY 12-13 and at the amount of that funding.

   Likewise, those projects which have received appropriation in prior years are considered approved and authorized projects of the City. However, at various stages of the project development the Council may be requested to approve specific actions associated with that project. Such action could include award of a design contract, property acquisition, award of a construction contract, etc.

   The CIP is organized into groups by the type of project. Groups include, General Government and Public Safety, Traffic Safety, Streets & Highways, Wastewater, Water, Drainage, Airport & Transit, Parks & Recreation, and Miscellaneous Projects.

   Many capital projects are associated with development impact fee areas such as the North East Industrial or Gateway. Development Impact fees are collected in these areas and in turn provide funding for infrastructure improvements necessary as a result of that development. These funds must be spent on the projects that were identified in establishing the fee.

A number of capital projects are associated with other restricted funds. For example, gas tax must be spent on roadway and traffic safety improvements and transit funds spent only for transit purposes. Likewise water and wastewater funds can only be spent on projects associated with the enterprises.

The only capital fund the City has discretion to spend wherever desired is the City's General Projects Fund (Fund 301). There is currently $7.2 million available in Fund 301. The following is a list noting from where these funds originated.

Source	Amount	Status
Fund Balance	$800,000	7/1/11 unobligated
Close Out AD 87-3	$1,473,618	Cash with Trustee after all bonds paid
Close Out of AD 87-3	$730,040	Cash with City to transfer to Fund 301
Close Out of AD 84-1	$1,579,850	Cash with City to transfer to Fund 301
Close Out of Land COP	$326,905	Cash with City to transfer to Fund 301
Refinancing of CFD 99-2	$770,000	Bonds closed 12/7/11
Grand lobby = Com. Center	$1,077,000	Dev. Impact fee update approved by City Council
Engineering Deposits	$1,207,646	Per Engineering Review
Total	$7,965,059	
Committed		
CDBG	($20,000)	Non-reimbursable portion of CDBG projects
Loan to Tracy Rural station	($500,000)	Possible loan to be repaid to Fund 301
West High Pool	($250,000)	Replacement fund required by agreement
BALANCE	**$7,195,059**	

There is no ongoing revenue source for Fund 301. In the past, Fund 301 occasionally received funding from the General Fund Operating Budget if revenues exceeded expenses. As this is likely not to occur in the next five years, the allocation of $7.2 million will be all the funding available from Fund 301 for capital projects during the next five years.

Staff identified 46 potential projects requiring Fund 301 money. Of these, 24 projects were reviewed and evaluated. The projects were rated in accordance with a ranking sheet noting the following criteria:

1. *Public Safety:* Does the project eliminate or prevent an existing health, environment, or safety hazard?

2. *Neighborhood/Community Impact:* Does the project enhance property or increase quality of life within the City of Tracy?

3. *Legal Requirements:* Is the project in accordance with state, local and federal laws or regulations?

4. *General Plan:* Does the project advance the goals of the City of Tracy's General Plan?

5. *Population Served:* Who in the community will the project serve?

6. *Fiscal Impact:* Will the project have a net positive, neutral or negative impact on the City's finances? Does the project represent a good financial value for the cost? Does the project have high ongoing operational & maintenance costs?

7. *Life Expectancy:* How long is the improvement expected to last?

8. *Economic Development*: Does the project promote Economic Development?

9. *Sustainability:* Does the project promote sustainability efforts?

After the CIP staff review committee (composed of a staff representative from each department) evaluated and ranked each project, the City Manager reviewed staff's ratings and formulated his final recommendations for funding as part of the proposed CIP. The three options listed below were presented to Council for consideration in allocating approximately $7.2 million Fund 301 money for capital projects.

OPTION 1:

Fund one (1) capital project with $7.1 million Fund 301 money, plus an additional $2.1 million from Plan C for a total of $9.2 million (approximately $100,000 remains in Fund 301 balance).

#	DESCRIPTION	Recommended Funding			
		Fund 301	Plan C	RSP	Total
1.	New 52-meter competition pool at Dr. Powers Park	7.1 Million	2.1 Million	-0-	$9.2 Million
	Total:	**7.1 Million**	**2.1 Million**	**-0-**	**$9.2 Million**

Ongoing Operational Impact: The ongoing operational cost of **Option 1** is estimated at $653,500 a year with estimated revenue of $184,300, leaving a net ongoing General Fund impact for operations and maintenance of $469,200 per year.

OPTION 2:

Fund four (4) capital projects with $7.2 million in Fund 301 money, plus an additional $2.1 million from Plan C for a total of $9.3 million.

#	DESCRIPTION	Recommended Funding			
		Fund 301	Plan C	RSP	Total
1.	New Fire Station 92 – Banta Rd.	$1,086,800	-0-	-0-	$1,086,800
2.	New Animal Shelter, Grantline Rd.	$3,213,000	-0-	-0-	$3,213,000
3.	New 25-Meter Competition Pool @ Dr. Powers Park	$2,300,000	$2,100,000	-0-	$4,400,000
4.	Police Firearms Training Facility	$ 586,000	-0-	-0-	$ 586,000
	Total:	**$7,185,800**	**$2,100,000**	**-0-**	**$9,285,800**

Ongoing Operational Impact:

- The ongoing operational cost of **Option 2** for the 25-meter competition pool is estimated at $403,900 a year with estimated revenue of $130,600, leaving a net ongoing General Fund impact for operations and maintenance of $273,300 per year.

- No ongoing operational impact to the remaining two (2) projects.

OPTION 3:

Fund five (5) capital projects with approximately $7.2 million in Fund 301 money, plus $2.17 million from Plan C (and related areas), plus $310,000 from the Residential Specific Plan (RSP) fund for a total of $9.61 million.

#	DESCRIPTION	Recommended Funding			
		Fund 301	Plan C	RSP	Total Budget
1.	New Fire Station 92 – Banta Rd.	$1,086,800	-0-	-0-	$1,086,800
2.	New Animal Shelter, Grantline Rd.	$3,213,000	-0-	-0-	$3,213,000
3.	Police Firearms Training Facility	$ 586,000	-0-	-0-	$ 586,000
4.	Park & Playground Improvements *(McDonald, Gretchen Talley, Kenner, Veterans, Barbosa, Cecilani, Hoyd, and Tracy Sports Complex)*	$ 325,000	-0-	-0-	$ 325,000
5.	New 25-Meter Competition Pool @ Dr. Powers Park	$1,925,000	$2,175,000	$310,000	$4,400,000
	Total:	**$7,135,800**	**$2,175,000**	**$310,000**	**$9,610,800**

Ongoing Operational Impact:

- The ongoing operational cost of **Option 3** for the 25-meter competition pool is estimated at $403,900 a year with estimated revenue of $130,600, leaving a net ongoing General Fund impact for operations and maintenance of $273,300 per year.

- No ongoing operational impact to the remaining four (4) projects.

Staff recommended that Council consider Option 3, which is the option included in the initial draft of the Five-Year Capital Improvement Plan. All options include funding a new pool of some size. However, Number 9 of the 14 budget principles established by Resolution 2011-094 states: "Capital Improvement Projects shall not proceed for projects with annual operating and maintenance costs exceeding $25,000 without City Council certification that funding will be made available in the applicable year of the cost impact."

Option 3 is recommended because it stretches Fund 301 money across more projects, therefore meeting more community needs. In addition to appropriating the available $7.2 million from Fund 301, in order to fund all five projects recommended under this option, Plan C money in the amount of $2,175,000 would be dedicated to the 25-meter competition pool, and $310,000 from RSP funds would need to be allocated to fund this one time proposed capital improvement project list. Staff will prepare a complete analysis of the RSP funding for the April 17, 2012 City Council meeting. To date, the RSP Fund has been primarily utilized to meet economic development opportunities.

Staff will return to Council on June 5, 2012, for the official CIP budget adoption, as part of the City's budget adoption schedule.

The CIP identifies the source of funding for each project and was identified more specifically in the description of the options above.

Staff recommended the Council conduct a workshop to review the proposed FY 12-13 CIP and provide staff feedback.

Council Member Rickman referred to the 25-meter competition pool asking if the school district had been contacted to see if the City can use their pool for more practice and competition time. Mr. Churchill stated there had been brief discussions with the schools regarding pools, and at a recent City liaison meeting it was asked why the city was looking for more pools. Mr. Churchill added that a discussion regarding more pool time had not been addressed. Council Member Rickman indicated he would like staff to work with the community to ascertain their needs.

Mayor Ives invited members of the public to address Council on the item.

Annmarie Fuller addressed Council regarding the animal shelter and stated the City needs a new facility, along with a new location.

Pam McCain indicated the City did not have a pool that was available to the community; no pool is available to the public before school and no school facilities could be rented during graduation week.

Michele Loomis addressed Council regarding pool needs. Ms. Loomis stated the City needed a 50 meter or a 25 yard pool and that building anything different would be a waste of time. Ms. Loomis added that one of these types of pools would not be a replacement for an aquatic park.

Council Member Abercrombie asked for clarification regarding money designated for a pool. Mr. Johnston stated the City has access to the West High Pool and that the aquatic center fee is for new facilities, not for rehabilitation of an existing pool.

Ray Morelos addressed Council indicating McDonald Park was one of the last parks to be brought up to ADA compliance and that he supported option 3.

Dave Anderson, Tracy Airport Association, asked that item 18 be removed from the list. Mr. Anderson stated discussions with the FAA indicate they have no intention of investing money in moving the airport. Mr. Anderson asked staff to clarify item 23. Mr. Anderson asked Council, staff, and the County to declare the property where the brick

plant is located as non-conforming; the City needs to be prepared and ready to go to be able to receive grant funding.

Danny Presley addressed Council regarding a prior Capital Improvement Project (overlay of airport runway) indicating he did not see it on the CIP list and that it still needed to be addressed. Rod Buchanan, Parks & Community Services Director, responded the airport item referred to by Mr. Presley was covered under the 77 series, and that staff was applying for grant funding for the project.

Celeste Garamendi addressed Council regarding joint use for pools and multi purpose buildings. Ms. Garamendi asked for clarification regarding fees that were designated as aquatic fees. Mr. Johnston explained that impact fees are collected to develop facilities to mitigate the impact of the potential new population. Mr. Johnston added that Plan C fees are required to be put aside for new aquatic facilities.

Council Member Abercrombie stated the City previously had impact fees that were re-designated for economic development and asked how that could occur. Mr. Johnston stated the Residential Specific Plan group entered into an agreement regarding the close out of funds leaving the City with the ability to do what was needed; therefore the funds were considered discretionary funds.

Council Member Abercrombie suggested staff meet with those interested in a pool/aquatic center and put off making a decision on a 25 meter pool. Council Member Abercrombie stated he was in favor of option 4.

Council Member Rickman agreed with Council Member Abercrombie and added the City needs to work with the schools regarding joint uses.

Council Member Elliott stated he would like to have a better understanding on the appropriate size of a pool and that every option had some type of operating maintenance fee which would require a supplement from the General Fund. Council Member Elliott added the City needs to look at ways to counter-balance any on-going expense with a reduction in subsidies.

Mayor Pro Tem Maciel stated he supported option 3 with a variation to hold off on the pool. Mayor Pro Tem Maciel stated the proposed option should be considered when all other options fail. Mayor Pro Tem Maciel suggested deferring funds until the Surland issue has been resolved, but not longer than one year. Mayor Pro Tem Maciel suggested staff define the operating costs in as much detail as possible.

Council Member Elliott stated the City needs to make sure all the realities are examined, determine the situation regarding costs, and estimate how long before a competition pool can be built vs. what the City can do for the community on a smaller basis.

Mayor Ives recapped what Council would need including: preliminary work with the school district exploring their policies, especially regarding before school use, and how can they help us; bringing back the lowest cost option to fix the Joe Wilson pool; a clear understanding of the pool options; clarity on what the bigger plan is for the airport; and $20,000 to complete a handball court at MacDonald Park.

Mayor Ives added that he believed the sanitary improvements at the police range were necessary. Mayor Ives also questioned whether there was an economic component to directional signs on I-205.

Mr. Churchill indicated staff had clarity on Council direction.

5. Adjournment - It was moved by Council Member Abercrombie and seconded by Council Member Elliott to adjourn. Voice vote found all in favor; passed and so ordered. Time 7:08 p.m.

The agenda was posted at the Tracy City Hall on March 29, 2012. The above are summary minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

April 30, 2012, 5:30 p.m.

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

1. Call to Order - Mayor Ives called the special meeting of the Tracy City Council to order at 5:30 p.m.

2. Roll Call - Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.

   Mayor Ives led the Pledge of Allegiance.

3. Items from the Audience - None.

4. CONDUCT A CITY COUNCIL WORKSHOP TO REVIEW THE PROPOSED FY 12-13 CAPITAL IMPROVEMENT PLAN (CIP) - Zane Johnston, Director of Finance and Administrative Services, presented the staff report. Mr. Johnston stated the proposed FY 12-13 CIP was previously distributed for the first City Council CIP workshop held on April 3, 2012. This second workshop is to review the various projects proposed for funding in FY 12-13 and for Council to provide feedback to staff. The CIP will be adopted on June 5, 2012, as part of the overall City budget.

   The CIP is a five year plan that identifies proposed capital projects for the City. The CIP contains a list of current projects (those that have not yet been completed) that have received an appropriation of funds in FY 11-12 or prior fiscal years. If any of those projects requires additional funding it is noted in the year in which the funding is proposed. At the workshop held on April 3, 2012, the CIP was presented and organized into groups by the type of project. The eight groups include General Government and Public Safety, Traffic Safety, Streets and Highways, Wastewater, Water, Drainage, Airport and Transit, Parks and Recreation, and Miscellaneous Projects. Funding for each project under these groups was noted. With the exception of Fund 301 (General Projects Fund), Council concurrence was noted for the various projects under these groups.

   Funding in the City's General Projects Fund (301) is limited as there is no ongoing source of revenue. Currently, approximately $7.2 million is available but it is likely no additional funds will be available during the next five years. At the workshop held on April 3, 2012, the Council expressed agreement on funding the following four projects:

1. Fire Station 92 – Banta Rd.	$1,086,800
2. New Animal Shelter – Grantline Rd	$3,213,000
3. Police Firearms Training Facility	$ 586,000
4. Park & Playground Improvements:	$ 325,000
(McDonald, Gretchen Talley, Kenner, Veterans, Barbosa, Cecilani, Hoyd, and Tracy Sports Complex)	$5,210,800

In addition, the Council discussed construction of a new pool using $2.4 million from Plan C, and the Fund 301 balance of $1.9 million after these four projects have been funded.

Mr. Johnston introduced Rod Buchanan, Director of Parks and Recreation, who provided information on requests made by the Council at the previous CIP workshop. Also, during the previous workshop Council requested that: 1) Staff meet with the various stakeholders to discuss needs; 2) Staff meet with Tracy Unified School District (TUSD) to ascertain if expanded pool time could be made available to swim teams; 3) additional information be brought back to Council related to the various sizes of pools and associated potential programming; 4) additional detail related to the operational costs be provided, and (5) information on the airport plan be provided, specifically in regard to sanitary improvements. Information on these items is summarized below:

1. STAKEHOLDER FOCUS GROUP: On April 16, 2012, a focus group with aquatic stakeholders and TUSD met to discuss related aquatic issues. In attendance were representatives from various swim leagues, Tracy Tomorrow and Beyond, and TUSD staff. Discussion items included past aquatic-needs efforts to date, identification of key assumptions, discussion on pool sizes and programming, recreation and competitive swim needs, availability of TUSD pool rentals at high school pools and a discussion on various pool options.
Recommendation: The preferred option of the focus group attendees was to hold the available funds until more information is known related to pending development agreements, lawsuits and other unknowns.

2. AVAILABILITY OF TUSD HIGH SCHOOL POOLS FOR COMMUNITY USE:
During the focus group meeting TUSD staff provided a presentation on the current use of pools by TUSD, swim teams, rentals, and others, and discussed the availability of high school pools at various times of the days, weeks and months throughout the year. Although TUSD outlined additional rental opportunities for users during TUSD operating hours, stakeholders stated that a lack of adequate restrooms and showers at Tracy and Kimball High limits the swim teams' ability to use the facilities during competitive swim meets. Additionally, swim team users stated that pool closures for repairs and maintenance, which happens for months at a time, complicates use of the pools.

3. INFORMATION ON POOL SIZES AND PROGRAMMING: RJM Design Group and Aquatic Design Group provided the City with a comprehensive description of three different pool configurations. The three pool sizes include (1) 25 yards x 25 meters; (2) 25 yards x 52 meters, and (3) 25 yards x 30 meters. The differences between the pools are described below.

A 25 yard x 25 meter pool is a standard size for a typical community swimming pool. It is a total of 6,200 square feet. This size pool can accommodate up to eight regulation high school racing lanes.

A 25 yard x 52 meter Olympic size pool provides specialized competition swimming capabilities. This pool has a total of 12,945.27 square feet of water surface area with a 2-meter wide floating moveable bulkhead. The pool's configuration accommodates both 25 yard swim meets as well as 50 meter racing (Olympic Qualifying Standard). Up to 20 regulation high school racing lanes can fit in the 25 yard distance and up to eight lanes fit in the 50 meter course.

A 25 yard by 30 meter pool has a total water surface area of 7,531.89 square feet, and has 10 lanes of regulation high school lanes competition 25-yard swimming capability.

In discussing the immediate needs with the focus group participants, the 25 Yd. x 30 meter pool could accommodate the immediate competition needs for the short course. The cost estimate to build this size pool is $4.4 million.

4. POOL OPERATIONAL COST INFORMATION: RJM Design Group provided a breakdown of estimated operational costs for each of the three pool types listed above. These costs are estimated under 2 scenarios: 1) operational cost estimates as a City-operated pool, and 2) operational cost estimates if contracted out. The findings show that operational costs are reduced by 15% to 20% if any of the pool types are operated by a private contractor.

5. AIRPORT PLAN IMPROVEMENTS: An item related to Airport improvements is scheduled for the May 1, 2012 Council agenda. Information related to sanitary improvements, along with other airport improvements will be provided during that Council meeting as part of the quarterly update on the airport improvement that was considered by the Council on October 18, 2011.

Mayor Ives stated information on a sixth item was requested related to the cost to renovate and rebuild the Joe Wilson pool for the long term. Mr. Buchanan responded the cost to renovate the pool would be approximately $1.6 to $1.7 million. The pool and the equipment have deteriorated considerably. The pool can be repaired but it will not be upgraded. The decking is not ADA compliant and is coming up, so all the decking will need to be replaced before the pool can be reopened.

Mayor Pro Tem Maciel questioned the difference in operating costs between a city operated pool and a contractor operated pool. Mr. Buchanan stated staffing costs are the primary reason for the difference in costs. Before contracting with the YMCA the City was operating at a $60,000 deficit. By switching to a private contractor the City saved $60,000 and made $60,000 based on a percentage the City was able to negotiate. Mr. Buchanan stated this might not happen in every case, but it is a possibility, depending on who takes care of maintenance and other considerations.

Mayor Ives asked Mr. Buchanan to comment of the available pool times for the City at West High in June, July and August. Mr. Buchanan stated TUSD had identified 8 a.m. to 10 p.m. in the evening. However, to accommodate as many needs as have been requested the pool is used from 6 a.m. until as late in the evening as necessary. In response to a question from Mayor Ives related to constraints with restrooms, Mr. Buchanan stated Kimball doesn't have any showers or restrooms and Tracy High has one restroom, so it is inconvenient for large scale practices. If the 6 -8 hour time slot were opened up at West High and the cleaning time in the evening was bumped back an hour or two that would accommodate most of the requested needs. Mayor Ives clarified that agreement has not been established with the school district.

Leon Churchill, City Manager, stated he had conveyed that request to the school district but has not heard back.

Council Member Abercrombie asked for an explanation of the TUSD policy to not allow two different entities to use the pool at the same time. Mr. Buchanan stated it was a school policy which had not been discussed.

Council Member Rickman asked if portable toilets could be brought in to accommodate swim meets. Mr. Buchanan indicated that conversation had not yet taken place, but suggested it was a question of who would bear the cost.

Council Member Elliott asked if additional hours were made available at the pools would that meet the needs of the competition swim teams. Mr. Buchanan responded it was not an ideal solution and would not meet all the needs, but it would help. Council Member Elliott stated the desired option is to take no action on a swim facility for a year and wait to see what happens. In the meantime, there would be no construction on the Joe Wilson pool either.

Mr. Johnston briefly outlined the options Council reviewed at the last meeting:

Option A. Council could fund the four projects noted on page one for $5,210,800 and allocate the remaining Fund 301 money ($1,984,259) and Plan C money ($2.4 million) back to the Aquatics Center Project CIP and wait for a period of up to one year through April 1, 2013, to re-examine use of those funds until additional information related to development agreements, or other unknowns are examined. This option would be most congruent with the preferred option identified by stakeholders present at the April 16th focus group meeting.

Option B. Council could fund the four projects noted on page one for $5,210,800, and allocate the remaining Fund 301 money ($1,984,259) to refurbish Joe Wilson pool as an in-kind replacement. This estimate is the lowest cost option to fix Joe Wilson pool. Additionally, Council could allocate the remaining Plan C money ($2.4 million) back to the Aquatics Center Project CIP for a period of one year through April 1, 2013.

Option C. Council could fund the four projects noted on page one for $5,210,800 and allocate the remaining Fund 301 money ($1,984,259) to the next five highest ranking Fund 301 projects which include:

1. Park Renovation - Dr. Power's Park	$1,252,000
2. Bikeway Improvements (leverages $400,000 in grant funding)	$ 190,000
3. Demolish the City-owned building on Bessie	$ 118,500
4. Lincoln Park - Phase 2 improvements	$ 304,000
5. Airport Fire Hydrants	$ 76,000
Total:	$1,940,500
Balance:	$ 43,759

This option allocates all but $43,759 of the Fund 301 money, which would remain in Fund 301 balance and would allocate the remaining Plan C money ($2.4 million) back to the Aquatics Center Project CIP for a period of one year through April 1, 2013, before re-examining those funds. Mr. Johnston added Plan C funds can only be used to expand facilities and not to replace or refurbish existing facilities.

Mr. Johnston requested Council input.

Mayor Ives referred to Fund 301 which currently has a balance of $7.2 million. The Residential Specific Plan has $4.3 million, set aside for economic development. Plan C and associated areas has a balance of just over $3 million of which $600,000 has been spent to date. The remaining $2.4 million is earmarked for the aquatic center.

Council Member Abercrombie asked Fire Chief Nero to address fire hydrants at the airport. Chief Nero requested the addition of two fire hydrants at the airport where the hangars are located. Chief Nero stated there is the possibility more hangars will be added, and the Fire Department does not have the required number of hydrants to protect the area.

Mayor Pro Tem Maciel asked if there was any chance the FAA or Caltrans would fund the hydrants. Mr. Buchanan stated not these hydrants. However, there is a possibility they would fund any future hydrants.

Council Member Elliott referred to the four projects recommended for approval and asked for an update regarding a regional facility for an animal shelter. Mr. Churchill stated the County's decision to have one centralized facility in Stockton prompted the City to revive other options. Research has shown that a regional facility would prove more costly for Tracy and the level of service would deteriorate. This option is designed to accommodate the City's existing staffing for animal control services.

Council Member Rickman asked if Tracy would have full control over the shelter. Mr. Churchill responded yes.

Mayor Ives asked if $3.2 million would build a better facility than what the City currently has, and if the new shelter would accommodate growth. Police Chief Hampton stated the facility would be an expansion over the current facility. It would be built in two phases. Phase 1, the area for animals which are being adopted out, would be expanded. Phase two would include other facilities, such as veterinary facilities. Chief Hampton added moving the facility to the City owned lot at Grant Line and Paradise Road would make the facility more accessible to the public.

Kul Sharma, City Engineer, stated the 1.9 acre property was acquired from a trucking company as a remnant parcel for the widening of Grant Line and Paradise Road by the NEI program. There will be a cost of $450,000 to be reimbursed to NEI Phase 1 by the animal shelter project for use of this property. There are no other costs involved since water, sewer and storm drainage is already available at the site

Council Member Abercrombie commented on Option C and the proposed demolition of the Bessie building.

Mr. Churchill stated the available funds are for Code Enforcement. However, the Bessie building needs to be demolished. The City can live with it for a short period of time but the building and the basement need to be demolished. Mr. Churchill added some costs could be recuperated from the sale of the lot.

Mayor Pro Tem Maciel inquired if the City were to demolish the building at Tenth and Central would there be any cost recovery from the property owners. Mr. Johnston stated

the City could put a lien on the property, but it is unknown when any reimbursement would be received.

Mayor Pro Tem Maciel commented on options for Fund 301 and questioned whether other options should be considered until it is known what other funding is available. Mr. Johnston stated in all three options the Plan C development impact fee money is not being spent at this time; only Fund 301 funding is being considered.

Mayor Ives invited public comment.

Robert Tanner, 1371 Rusher Street, commented on Option C and the renovation of Dr. Powers Park and asked what would be included for $1.2 million. Kevin Tobeck, Director of Public Works, responded the renovations would include irrigation, renovating the picnic area, additional walkways and sidewalks and upgrading the turf. The park would need to be closed down for a period of time.

Pam Mcain, Resident, stated she had requested additional pool time for the period June through September which was denied because Tracy High School's pool will be down beginning on June 3. A number of water polo teams need a place to practice, but there is only Kimball High and there is no time available in the morning.

Marsha McCray, 560 W. Shulte, confirmed that Kimball is completely booked and added Coach Webb had booked time at Kimball during the summer to help high school students improve their skills. Ms. McCray added the community has been patient, and can be patient a little longer if it can be assured that funding could be set aside for many of the planned aquatic amenities. Joe Wilson pool is not conducive to any kind of competitive swimming. The pool has limited space for parking, and spending money on the Joe Wilson pool takes money away from a complete facility. Ms. McCray stated she wants the swim center to be built out as planned by the community and approved by the Council.

Molly Lowe, Tracy Tritons, stated she had secured pool times with the City, but added the pool at Dr. Powers Park would not meet the needs of the Tritons. Ms. Lowe invited Council to the Tracy Tritons Invitational at West High on Memorial Day weekend to get an idea of what a recreational swim meet is like and what the Tracy Tritons need.

Michel Bazinet, 1005 Mabel Josephine, stated the City needs to look at the economic benefits of building a swim center. As more of the swim center is built the economic benefits would increase. Mr. Bazinet implored to City to wait until the issues with the Development Agreement (Surland) have been resolved.

Mayor Ives asked if there was consensus on the four items. Council Member Abercrombie stated he was in agreement, but suggested appropriating money for additional fire hydrants at the airport. In response to a question from Council Member Abercrombie regarding whether there was a safety issue with the Bessie building Mr. Churchill responded the issue is the mold. The building needs to be secured and demolished. Council Member Abercrombie suggested finding money to demolish the Bessie building.

Council Member Elliott asked Chief Nero to explain the benefits of adding hydrants at the airport as opposed to keeping a water tender at the site. Chief Nero stated in order

to respond to an incident and have any inkling of success there has to be a continuous and reliable water supply. A tender could be used but water would need to be ferried back and forth which would leave the City at a disadvantage.

Mayor Pro Tem Maciel inquired whether the animal shelter bids could come in under budget. Mr. Sharma responded the City will design the ultimate project and build only what it has funding for. This will create a lot of challenges. Mayor Ives inquired why design-build wouldn't work on this project. Mr. Sharma responded design-build would work because it is a complete project, but building a small part of the project upfront will be difficult. Mayor Ives suggested public agencies are saving money by borrowing designs from other agencies and questioned whether animal shelters that service similar size communities are vastly different from one another. Mr. Sharma stated such a project would have to be constructed on a site without constraints. Since this location has a lot of constraints it would be difficult to fit a prototype project at this site. Mr. Sharma offered to look into the suggestion. Mayor Ives stated that if the City demolishes the Bessie building and sold the site the proceeds could go into Fund 301.

Council Member Rickman commented on high school swimming pools and suggested the City look into why two teams are not allowed in the pool at the same time. Mr. Buchanan stated he is working with the swim leagues and is able to accommodate as many hours as they need. Mr. Churchill stated he would pursue the issue regarding why two teams are not allowed in the pool at the same time.

Council Member Elliott inquired with the times the City has available is it enough to take care of the public's swimming needs, as well. Mr. Buchanan stated programming is from 6 a.m. to 10 p.m. For the three months the City has the pool every request is being accommodated. Council Member Elliott asked whether there was an expectation that next year would be better. Mr. Buchanan explained pools go down for a number of issues and then swimming requests cannot be accommodated. Tracy High will be a long term issue, perhaps as long as two years, but once it is up and running the three pools will be available again. Mr. Buchanan offered to research viable options. Council Member Elliot stated since the Joe Wilson pool would serve no purpose as a competition pool, the only reason the City would refurbish it would be to accommodate public use.

Mr. Buchanan stated that with regard to formal competition the Joe Wilson pool is not adequate, although small competitions and practices have been held there. If Joe Wilson pool were operational swim teams would have more time at the West High pool since the public could use Joe Wilson pool, but that comes with an operational cost. Joe Wilson pool would also be available for more months during the year.

In response to a question from Mayor Pro Tem Maciel regarding whether any time was available for public swimming, Mr. Buchanan stated 2-3 hours is available every afternoon for general recreation swimming.

Mayor Ives asked for the status of the Joe Wilson pool, and what issues there would be if the pool was opened tomorrow.

Mr. Buchanan responded Joe Wilson pool is clean and has water in it, but added it would have to be recertified before it could be reopened. Mr. Buchanan stated he reason water is in it pool is to hold the structure up. However, there are a number of major issues which would need to be resolved before the pool could be rendered usable. Mr.

Johnston agreed there were rehabilitation issues, but added another reason the pool was closed was to save money. The City went through a process to reduce operating expenditures. The decision to close the Joe Wilson pool was made because of the annual operating costs of $200,000. Mr. Johnston stated the City still does not have a balanced budget despite everything that has been done. Since Measure E passed the City has lost another $1.2 million dollars in property tax revenue.

In response to Mayor Ives request for Council's recommendations, Council Member Abercrombie stated he was in favor of Option A, including the four agreed to options. Council Member Abercrombie suggested addressing the issue of additional fire hydrants at the airport and the demolition of the Bessie building.

Council Member Rickman stated he felt the City should concentrate on infrastructure and public safety, together with the issue regarding demolition of the Bessie building and additional fire hydrants at the airport.

Mayor Pro Tem Maciel stated he was in favor of Option A, and supported the addition of fire hydrants at the airport. Mayor Pro Tem Maciel stated he did not want to reduce the amount of funding available for the pool and suggested the City hold off on the demolition of the Bessie building until alternative funding could be found. Mayor Pro Tem Maciel also suggested using Residential Specific Plan monies to fund the bikeway improvements.

Council Member Elliot stated he favored Option A, plus the additional fire hydrants at the airport, but wanted to wait on demolition of the Bessie building until alternative funding became available.

Mayor Ives stated he also favored Option A, plus the additional fire hydrants at the airport and suggested waiting on demolition of the Bessie building. Mayor Ives asked if Council could agree the left over money should be earmarked for a pool.

Mr. Johnston stated the remaining $1.9m could be appropriated to the swim center CIP, or it could remain in Fund 301 until Council appropriates it to a specific project.
It was Council consensus to commit the remaining money to the swim center project. Mayor Ives pointed out that a different Council could appropriate the funding to a different project.

Council Member Abercrombie moved to approve Option A, together with additional fire hydrants at the airport, and to set aside the remaining balance for the swim center project. Council Member Rickman seconded the motion. Voice vote found all in favor; passed and so ordered.

Mr. Johnston continued with the second part of the workshop which sought recommendations for the Residential Specific Plan Fund. The Residential Specific Plan (RSP) was formed in the late 1980's. It was Tracy's first specific plan area and encompassed about 7,000 homes. Required infrastructure was financed by the following:

Schools	Formation of a Mello-Roos District, the Tracy Area Public Facilities Finance Agency (TAPFFA) which issued bonds to finance construction of school facilities

Water	Assessment District 87-3 formed by the City (all bonds now paid off)
Wastewater	Assessment District 84-1 formed by the City (all bonds now paid off)
Streets, Parks, Drainage, and Gov. Buildings	Development Impact fees paid with the issuance of each building permit. This was a cash funded program. All permits have to have been issued to have full funding for completion of all projects.

Since the Plan C Specific Plan utilized some of the infrastructure constructed with development impact fees RSP developers were entitled to a refund from the fees paid by Plan C. However, construction of the entire RSP infrastructure including the MacArthur Road extension (south of Eleventh Street) and City Hall had not been completed. The City and the RSP developers entered into an agreement in which the RSP developers received a portion of the Plan C reimbursement and the City kept the remaining funds in order to complete the two largest RSP projects, MacArthur Drive and City Hall. After City Hall was completed there remained approximately $7.3 million in RSP funds. The existing MacArthur extension plan has proved to be problematic in obtaining a necessary at grade railroad crossing over what amounts to the railroad's current switch yard. The City is left with the RSP fund and has sole discretion on how to use it. The City could not be successfully sued over this matter.

The RSP fund has subsequently been utilized for economic development rather than for pursuit of the previous MacArthur Drive extension. To date, the following expenditures have been made:

RSP BALANCE:	$7,539,747 Million
Shop Local Program (auto mall gift card program)	$ 450,000
West Valley Mall (Macy's)	$2,789,747
TOTAL	$3,239,747
Balance Remaining:	$4,300,000

The proposed CIP recommends use of RSP funds for economic development purposes in the following projects:

Development and improvements of the Westside Market	$1,000,000
Directional signs (Cal Trans type) on I-205	$450,000
Business Incubator (3 year period)	$300,000
TOTAL:	$1,750,000

Mr. Johnston suggested the remaining balance of $2.5 million be reserved for economic development purposes and asked for Council's direction.

Mr. Malik offered a brief overview of the Directional Signs proposed for I-205. Mr. Malik stated renaming certain City streets would benefit the Auto Mall, the Mall and the Outlet Center.

Mayor Pro Tem Maciel asked for an update on way-finding signs. Mr. Johnston stated way finding signage is an already approved CIP and contracts have been approved. Mr. Malik added the project should be completed later this summer.

Council Member Rickman asked how the directional signs and the way-finding signs differed. Mr. Malik offered a brief explanation of the difference in the signage. Mr. Sharma offered an explanation of the different sizes and costs for the signs.

In response to a question from Mayor Pro Tem Maciel related to the Westside Market, Mr. Malik indicated staff did not have a final estimate. It is probable the City will own the building but lease revenue will come back to the City.

Mayor invited public comment on the three items proposed to be funded from RSP money - Westside Market, Directional Signs and the Economic Development Incubator.

Rick Cordes, Tracy Outlet Center, thanked staff for taking the lead on the directional signs project. Revenue at the Outlet Center has decreased considerably during the last few years. The additional signage is needed to attract tenants and increase sales tax revenue.

Michel Bazinet 1005 Mabel Josephine, asked if there were other projects which would have a higher economic benefit.

Eric Strickland, Tracy Toyota, spoke in support of the directional signage for the Auto Mall.

Brian Noaks, General Manager, Tracy Nissan, thanked Council for their support of the Auto Mall, and added directional signage is crucial to the Auto Mall.

Mike Donaghey, Manager, Tracy Mall, spoke in favor of the additional signage which would not only benefit the Auto Mall but also the Mall and the City.

Council Member Abercrombie stated he was committed to the Westside Market and Directional Signs but asked Mr. Malik to describe the benefits of the Business Incubator. Mr. Malik explained that in the past Tracy has done well with larger companies. This is a way to help smaller businesses and to investigate how to bring different products to Tracy.

Council Member Abercrombie inquired whether there were any other projects staff would consider bringing to Council ahead of these three. Mr. Malik responded these projects are the most important at this time, but added it is also important to have some money in reserve. The incubator could offer incentives.

Mayor Ives stated directional signs will pay for themselves over and over again, and thanked staff for working with Caltrans to overcome their resistance to changing the signage. Mayor Ives added sales tax will be paramount in the next 10 years since that is what pays for police and fire.

Council Member Elliott stated he fully supported the three proposed projects, but believed it was important to reserve some funding for economic development.

Council Member Abercrombie motioned to allocate RSP funds in the amount of $1 million to Westside Market; $450,000 for Directional Signs, and $300,000 to the Business Incubator for a three year period with the remaining balance to be reserved for

economic development. Council Member Rickman seconded the motion. Voice vote found all in favor; passed and so ordered.

5. Adjournment – Mayor Ives adjourned the meeting at 7:42 p.m.

The agenda was posted at the Tracy City Hall on April, 26, 2012. The above are summary minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 17, 2012, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

2. ROLL CALL – Roll call found Council Members Abercrombie, Elliott, Rickman, Mayor Pro Tem Maciel and Mayor Ives present.

3. ITEMS FROM THE AUDIENCE – Robert Tanner, 1371 Rusher Street, requested an update regarding renovation of the Westside Market in downtown Tracy.

4. CLOSED SESSION -

   A. Labor Negotiations (Gov. Code, section 54957.6)

   - Employees:

     Teamsters Local 439, IBT
     Police Chief

     City's designated representative: R. Leon Churchill Jr., City Manager

   - Employees:

     City Attorney
     City Manager

     City's designated representative: An individual City Council Member or a subcommittee of the City Council

   B. Personnel Matter (Govt. Code section 54957)

   - Public Employee Evaluation of Performance

     Position Title: City Manager

5. MOTION TO RECESS TO CLOSED SESSION – Council Member Abercrombie motioned to recess the meeting to closed session at 6:02 p.m. Council Member Elliott seconded the motion. Voice vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Ives reconvened the meeting into open session at 6:45 p.m.

7. REPORT OF FINAL ACTION – None.

8. ADJOURNMENT – It was moved by Council Member Abercrombie and seconded by Council Member Rickman to adjourn. Voice vote found all in favor; passed and so ordered. Time: 6:45 p.m.

The agenda was posted at City Hall on July 12, 2012. The above are action minutes.

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 1.B

REQUEST

AUTHORIZATION TO PURCHASE THE BALLISTIC ENGINEERED ARMORED RESPONSE ALL PURPOSE VEHICLE FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY PUBLIC SAFETY PROCUREMENT PROGRAM AND APPROVE THE LOAN FROM THE EQUIPMENT REPLACEMENT FUND FOR A TOTAL NOT TO EXCEED $282,000

EXECUTIVE SUMMARY

Staff is requesting authorization to purchase the all purpose vehicle to provide law enforcement personnel with a specialized mission critical rescue vehicle. The vehicle's primary purpose is to enhance officer and community safety during critical events in deploying tactical officers to and from hostile situations, to include: search and arrest warrants in illicit drug, criminal and violent gang investigations, apprehensions of armed or barricaded subjects, infrared cameras use heat signatures in locating and rescuing injured civilians and officers and carrying out Homeland Security operations and other high risk law enforcement activities. In addition, the all purpose vehicle will serve the general public during community outreach events such as parades, National Night Out and the Annual Bean Festival.

DISCUSSION

The purchase of the all purpose vehicle will not exceed $282,000 and is proposed through a combination of funding sources including State COPS funds, Drug Asset Forfeiture Proceeds and a loan from the Equipment Replacement Fund (301).

In September 2012, staff will return to council to convene the required public hearing stating that the COPS funds have been committed towards the purchase of the all purpose vehicle.

The cost of the vehicle would normally qualify for placement within the City's equipment replacement fund where it would compete against other priorities for use of General Projects in Fund (301). However, the funding is being requested due to the police department receiving restricted funding to be used for new, not replacement, equipment, and this vehicle is considered of such importance that the department will be using these dedicated sources of funding for several years to pay for the vehicle.

The initial purchase will be funded through an appropriation from the City's Equipment Replacement Fund, as a loan in the amount of $110,000. The Equipment Replacement Fund is the accumulated depreciation of existing equipment and vehicles and therefore the fund will need to be repaid for the purchase of this "New" vehicle as it does not replace a current vehicle within the police fleet.

The department will repay this fund in the amount of $22,000 annually through the Asset Forfeiture Proceeds Account. Staff is committed to restricting additional monies being spent from the Asset Forfeiture Proceeds until the loan is repaid. In addition, the City will use the State COPS Funds in the amount of $100,000 and $72,000 from the Asset Forfeiture Proceeds Account, for a total of $282,000.

STRATEGIC PLAN

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

FISCAL IMPACT

The purchase of the all purpose vehicle will not exceed $282,000 and is proposed through a combination of State COPS Funds, Drug Asset Forfeiture Proceeds and a loan from the Equipment Replacement Fund as follows:

- $100,000 FY 2012/13 State COPS Funds**
- $72,000 Asset Forfeiture Proceeds
- $110,000 Loan from Equipment Replacement Fund

The loan from the Equipment Replacement Fund will be repaid over a five year term, through (5) five $22,000 annual payments funded by monies accumulated with the Asset Forfeiture account. In the event there is a year wherein adequate monies are not available within the fund, the Police Department's General Fund allocation will be increased by that amount insuring the repayment.

** Note: In June 2012, the Governor of the State of California approved the funding for the Annual COPS allocation in the minimum amount of $100,000 for FY 2012-13.

The following Funds have been funded in the FY 2012-13 Budget:

101-59310-687-E 1080	Tactical Vehicle	$182,000
	$110,000 Capital Improvement $72,000 Asset Forfeiture Proceeds	
114-59310-687-E1080	State COPS Grant for Tactical Vehicle	$100,000

RECOMMENDATION

Staff is recommending approving the authorization to purchase the all purpose vehicle from the California Emergency Management Agency Public Safety Procurement Program and approve the loan from the Equipment Replacement Fund for a total not to exceed $282,000.

Prepared by: Lani Smith, Support Operations Manager

Reviewed by: Gary Hampton, Chief of Police

Approved by: R. Leon Churchill, Jr., City Manager

RESOLUTION _____

AUTHORIZING THE PURCHASE OF THE BALLISTIC ENGINEERED ARMORED REPONSE ALL PURPOSE VEHICLE FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY PUBLIC SAFETY PROCUREMENT PROGRAM AND APPROVING THE LOAN FROM THE EQUIPMENT REPLACEMENT FUND FOR A TOTAL NOT TO EXCEED $282,000

WHEREAS, the Tracy Police Department has identified the need to purchase the all purpose vehicle to provide law enforcement personnel with a specialized mission critical rescue vehicle. The vehicle's primary purpose is to enhance officer safety and community safety during critical events in deploying tactical officers to and from hostile situations, and

WHEREAS, the initial funding will be through combined funding sources to include an appropriation from the City's Equipment Replacement Fund as a loan in the amount of $110,000. The department will repay the fund in the amount of $22,000 annually through the Asset Forfeiture Proceeds Account. In addition, the City will use the State COPS Funds in the amount of $100,000 and $72,000 from the Asset Forfeiture Proceeds Account for a total of $282,000, and

WHEREAS, The Tracy Police Department intends to purchase the vehicle from the California Emergency Management Agency Public Safety Procurement Program.

NOW THEREFORE BE IT RESOLVED, That the City Council hereby authorizes the purchase of the ballistic engineered armored response all purpose vehicle from the California Emergency Management Agency Public Safety Procurement Program; and approves the loan from the Equipment Replacement Fund for a total not to exceed $282,000.

* * * * * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 1.C

REQUEST

ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT CONTRACTS NECESSARY FOR THE PURPOSE OF OBTAINING PROPOSITION 63 FUNDS IN THE AMOUNT OF $200,000 FOR THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK GRANT PROGRAM AND APPROPRIATING $200,000 FROM THE SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES COMMUNITY SERVICE AGREEMENT

EXECUTIVE SUMMARY

Proposition 63, known as the Mental Health Act, funds were approved by California voters in November of 2004 general election. These funds may be used toward a broad continuum of community services, prevention, early intervention and service needs and the necessary infrastructure, technology and training that will effectively support mental health services. San Joaquin County Behavioral Health Services administers these funds on behalf of the State of California and has offered the City of Tracy a 12-month contract in the amount of $200,000 for services provided by the Mayor's Community Youth Support Network (MCYSN) Service Provider Team members.

DISCUSSION

Proposition 63, known as the Mental Health Services Act (MHSA) passed on November 2, 2004. The Act provides increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. This Act imposes a 1% income tax on personal income in excess of $1 million. Majority of the funding was provided to county mental health programs to fund programs consistent with their local plans.

In August 2008, San Joaquin County Behavioral Health Services, Prevention and Early Intervention Planning coordinated a series of countywide community meetings to discuss an overview of MHSA planning activities, needs assessment findings and feedback as well as strategy discussions and prioritization. As a result, in April of 2009, the County released a Three Year Program and Expenditure Plan Executive Summary attached as Exhibit "A."

This plan outlined a $200,000 allocation for the Mayor's Community Youth Support Network (MCYSN) to conduct youth outreach and case management to high-risk youth in Tracy. This funding matches the $200,000 committed by the City of Tracy through the MCYSN Reconnecting Our Youth Grant Program to support non-profits working in Tracy. As such, the $200,000 allows current service providers to expand current outreach, case management and family strengthening activities.

STRATEGIC PLAN:

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

FISCAL IMPACT

Receipt of County contract funds totaling $200,000 for the MCYSN Reconnecting Our Youth Grant Program is a direct match to the current funding by the City of Tracy. There is no impact to the general fund. Prop 63 funding will be granted to MCYSN Service Providers to expand behavioral health services through current grant agreements.

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute grant contracts necessary for the purpose of obtaining proposition 63 funds in the amount of $200,000 for the Mayor's Community Youth Support Network and appropriating $200,000 from the San Joaquin County Behavioral Health Services Community Service Agreement.

Prepared by: Monica Gutierrez, Management Analyst

Reviewed by: Maria A. Hurtado, Assistant City Manager

Approved by: R. Leon Churchill, Jr., City Manager

Attachments: Exhibit "A" – Mental Health Services Act: Prevention and Early Intervention, MCYSN, July 1, 2012 to June 30, 2013, Expenditure Plan Executive Summary

Exhibit A
Mental Health Services Act: Prevention & Early Intervention
Mayor's Community Youth Support Network
July 1, 2012 to June 30, 2013

Scope of Work

The City of Tracy Mayor's Community Youth Support Network (MCYSN) will provide comprehensive outreach, engagement, and mentoring to middle school youth and youth aged 16 to 24 years experiencing or at risk of violence, unplanned parenting, gang involvement, substance abuse and/or mental heath issues.

Participants are expected to learn positive ways to interact with peers and other adults, to control anger or disruptive behavior, and to develop positive interest and expectations for the future. Participants will receive mentoring as well as opportunities to learn new skills and approaches for resolving conflicts.

The City of Tracy will provide services to high risk youth through a network of community service providers. Once the network of community service providers is finalized for 2012-13, the City of Tracy will provide a description of the specific services to be provided by each of them using county funding. The City of Tracy will also provide a line item budget for each community service provider detailing the use of the county funding. City of Tracy will ensure that all community service providers will comply with the terms and conditions as set forth in the Behavioral Health Services/City of Tracy contract.

Project Goals and Objectives:

The overall goal of the project will be to provide high-risk youth the supports and skills needed to reduce harmful or risky behaviors related to risk of homelessness, acceptance of violence, unplanned parenting, gang involvement, substance abuse and development or exacerbation of mental heath issues. Specific objectives are as follows:

1. At least 250 high-risk youth will participate in program activities as a direct result of targeted outreach efforts to build relationships with such youths.

2. 80% of program participants will not be arrested or rearrested during program participation.

3. At least 75% of program participants will learn new skills and approaches for resolving conflicts and achieving goals, as measured by pre- and post-surveys.

4. At least 75% of program participants will participate in the mentoring component of the program designed to promote positive, trusting relationships with caring adults and overall resiliency.

5. At least 75% of program participants will participate in activities designed to engage youth and strengthen their commitment to program participation via workshops and/or seminars.

Program Evaluations:
The effectiveness of the program will be evaluated on the contractor's achievements towards the program goals and objectives as listed above. The evaluation process will consist of progress reports to be submitted by the Contractor and program audits to be conducted by BHS.

Contractor will submit quarterly reports in the format specified by BHS and will report the contractor's progress and achievements on the program goals and objectives specified in this agreement. One paper and one electronic copy of each quarterly report are due to BHS on the following schedule:

Quarter	Time Period Covered	Progress report due
First Quarter	7/1/12 -9/30/12	10/31/12
Second Quarter	10/1/12-12/31/12	1/31/13
Third Quarter	1/1/13 – 3/31/13	4/30/13
Fourth Quarter	4/1/13 – 6/30/13	7/31/13

Mail paper copies of quarterly reports to:

San Joaquin County Behavioral Health Services
Attn: Contracts Management
1212 N. California Street
Stockton, CA 95202

Email electronic copies of quarterly reports to: contracts@sjcbhs.org

RESOLUTION _____

AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT CONTRACTS NECESSARY FOR THE PURPOSE OF OBTAINING PROPOSITION 63 FUNDS IN THE AMOUNT OF $200,000 FOR THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK GRANT PROGRAM AND APPROPRIATING $200,000 FROM THE SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES COMMUNITY SERVICE AGREEMENT

WHEREAS, Proposition 63, known as the Mental Health Services Act (MHSA) passed on November 2, 2004. The Act provides increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families, and

WHEREAS, In August 2008, San Joaquin County Behavioral Health Services, Prevention and Early Intervention Planning coordinated a series of countywide community meetings to discuss an overview of MHSA planning activities, needs assessment findings and feedback as well as strategy discussions and prioritization, and

WHEREAS, In April of 2009, San Joaquin County released a Three Year Program and Expenditure Plan Executive Summary which outlined a $200,000 allocation for the MCYSN to conduct outreach and case management with high-risk youth, and

WHEREAS, To continue receiving the allocated amount of $200,000 the City must submit a signed contract detailing services provided by the Mayor's Community Youth Support Network Service Provider Team Members including contract assurances signed by the Authorized Agent;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the City Manager to execute grant contracts necessary for the purpose of obtaining Proposition 63 funds in the amount of $200,000 for the Mayor's Community Youth Support Network Grant Program and appropriates $200,000 from the San Joaquin County Behavioral Health Services Community Service Agreement.

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 1.D

REQUEST

APPROPRIATE $70,000 OF FUNDS FROM MARIPOSA ENERGY, LLC INTO THE FIRE DEPARTMENT BUDGET FOR THE PURCHASE OF EMERGENCY EQUIPMENT TO MITIGATE SERVICE IMPACTS TO THE FIRE DEPARTMENT

EXECUTIVE SUMMARY

The Mariposa Energy Project located in unincorporated Alameda County, 7 miles northwest of Tracy is a natural gas-fired energy peaking facility. The project is located 2.5 miles from the jurisdictional area of the South County Fire Authority (SCFA). In the event of an emergency, it is likely resources from the Tracy Fire Department will be requested to respond to the site through a mutual-aid agreement with Alameda County. As a result, fire department personnel were able to procure $70,000 be paid to the department. Mariposa Energy, LLC has paid the funds to the City of Tracy and the fire department is requesting council to appropriate the funds received to the department's FY2012-2013 budget.

DISCUSSION

The Mariposa Energy Project (MEP) is a natural gas-fired energy peaking facility located in unincorporated Alameda County, 7 miles northwest of Tracy. The facility was approved by the California Energy Commission and is anticipated to be operational in the summer of 2012.

The MEP is located just 2.5 miles from the jurisdictional area of the South County Fire Authority (SCFA). The closest fire station to the site is Fire Station 98 located in the Mountain House Community Services District. Although the project is located within Alameda County, Tracy Fire Department emergency resources are physically closer to the site than Alameda County Fire Department resources. Alameda County Fire and Tracy Fire are party to a mutual-aid agreement in areas bordering each county. The potential exists for the Tracy Fire Department to be called upon in the event of an emergency at the facility.

Due to the project's proximity to Tracy and the SCFA, fire department staff was able to procure funds from Mariposa Energy, LLC to off-set potential service delivery impacts to the Tracy Fire Department over the life of the facility. Mariposa Energy, LLC agreed to pay $70,000 to the Tracy Fire Department prior to the start of commercial operation.

California Energy Commission Docket Number 09-AFC-3 reads as follows:

> *"WORKER SAFETY – 6 The project owner shall provide a $70,000 payment to the Tracy Fire Department prior to the start of commercial operation. This funding shall fully compensate Tracy Fire Department for any services it may be called to provide the Project over the life of the Project.*

Verification: Verification: At least five (5) days prior to the start of commercial operation the project owner shall provide documentation of the payment described above to the CPM"

The fire department received the $70,000 payment from Mariposa Energy, LLC on June 25, 2012. Funds received will be utilized to enhance the response capability of the department's hazardous materials program. The department will conduct an analysis to determine the best application of any residual funds toward enhancing its emergency response capability. All purchased items will be of use to the entire jurisdictional area of the SCFA.

STRATEGIC PLAN

This is an operational item and is not identified in any of the current strategic plans.

FISCAL IMPACT

The appropriation of this money into the fire department budget will assist in procuring equipment that may otherwise be deferred until regularly budgeted funding allowed. There is no negative fiscal impact in receiving the funds.

RECOMMENDATION

Staff recommends that the City Council appropriate the $70,000 of funds received from Mariposa Energy, LLC into the fire department FY2012-2013 budget for the purchase of emergency equipment to mitigate potential service impacts to the fire department.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Alford Nero, Fire Chief

Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

APPROPRIATE $70,000 OF FUNDS FROM MARIPOSA ENERGY, LLC INTO THE FIRE DEPARTMENT BUDGET FOR THE PURCHASE OF EMERGENCY EQUIPMENT TO THE FIRE DEPARTMENT

WHEREAS, Mariposa Energy, LLC is the project owner of the Mariposa Energy Project a gas-fired peaking energy facility located in Alameda County, and

WHEREAS, The project site is located in close proximity to the fire department's service area and the Tracy Fire Department could potentially be called upon to provide service through a mutual-aid agreement with the Alameda County Fire Department, and

WHEREAS, Mariposa Energy, LLC agreed the to pay $70,000 to the City, and

WHEREAS, The California Energy Commission condition of certification of the project requires the payment of $70,000 be paid to the Tracy Fire Department, and

WHEREAS, Equipment purchased with the funds received will service the entire jurisdictional area of the fire department.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby appropriates $70,000 of funds received from Mariposa Energy, LLC into the fire department FY2012-2013 budget.

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

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of August, 2012 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 1.E

REQUEST

FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GIS DATA RESOURCES, INC. (GDR) TO IMPROVE THE ACCURACY AND COMPLETENESS OF THE GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE AND THE MASTER STREET ADDRESS GUIDE (MSAG) DATABASE AND ENSURE THE DATA COMPLIES WITH THE NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA) GUIDELINES AND APPROPRIATE THE RECEIPT OF A $75,000 GRANT

EXECUTIVE SUMMARY

In conjunction with the planning of the new Computer Aided Dispatch / Records Management System (CAD/RMS) in the Police Department, it has been determined that our existing GIS database does not meet NENA guidelines for public safety use. Because the new CAD/RMS system will rely heavily on our GIS data, staff recommends approving a professional services agreement with GIS Data Resources, Inc. (GDR) to bring our GIS data up to NENA recommended guidelines and appropriate $75,000 in grant funding for this purpose.

DISCUSSION

In FY 08-09, CIP 71063 was approved which provided funding for a new CAD/RMS system for the Police Department. During the subsequent vendor selection process, staff brought in GIS Data Resources, Inc. (GDR) to ensure that our GIS data would work with whatever vendor was ultimately chosen. GDR came highly recommended from several of the CAD/RMS vendors that were under consideration for this project. GDR performed a detailed analysis of our GIS data. This analysis revealed that our current data did not meet NENA guidelines and would need to be corrected.

Normally, this project would go out to formal bid via the RFP process. However, after doing quite a bit of research staff has determined that GDR is the leader in providing GIS data services for public safety agencies in the areas of data accuracy and NENA compliance. They are the only company that specialize in the exact service the City is looking for and have the technical expertise to quickly and cost effectively make the necessary changes to our GIS data. They are partners with several of the CAD/RMS vendors and have worked directly with Spillman Technologies, the software company approved by City Council on March 6th, 2012, for our new CAD/RMS system. They are also the only public safety GIS firm in the industry that is the exclusive geofile partner of Spillman Technologies.

In addition, GDR identified a grant opportunity in the amount of $75,000 with the State of California to help offset the costs of the project. Staff has since applied for and been awarded the grant for this project.

STRATEGIC PLAN

Approval of this item pertains to one of the City Council's Strategic Plans – Organizational Efficiency Strategy – Goal 3 - Integrate current and new processes and systems into business operations of the City – specifically 3b – Expand GIS usage throughout the City.

FISCAL IMPACT

There is no impact to the General Fund. The total cost of the project is $154,375. $75,000 of this will come from the State of California grant and the remaining $79,375 will be charged to the previously approved CAD/RMS budget.

RECOMMENDATION

It is recommended that the City Council find that it is in the best interest of the City to forego the formal Request for Proposal process, appropriate the receipt of $75,000 grant, approve the Professional Services Agreement with GDR and authorize the Mayor to sign the Agreement.

Prepared by: Matt Engen, IT Manager

Reviewed by: Zane Johnston, Finance & Administrative Services Director

Approved by: R. Leon Churchill, Jr., City Manager

Attachment A: Professional Services Agreement with GIS Data Resources, Inc. (GDR)
Exhibit A: Statement of Work
Exhibit B: Proposal/Work Authorization

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
Geofile Build

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and GIS DATA RESOURCES, INC., a California corporation (hereinafter "CONSULTANT").

RECITALS

A. The CITY requires the services of a consultant to provide services related to: (1) Improving the accuracy and completeness of the Geographic Information System (GIS) database and the Master Street Address Guide (MSAG) database it maintains for Public Safety Answering Point (PSAP) map display; (2) Ensure that the data is in standard format to meet NENA standards; and (3) Synchronize the GIS data with the MSAG and ALI data to comply with NENA guidance.

B. CONSULTANT is qualified to provide such services

C. The CITY received a $75,000 grant from the State of California for this project and has sufficient funds in the budget to pay for the remaining amount for these services

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in the Statement of Work attached hereto and incorporated herein by reference as Exhibit "A". The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: Sean Lehman and John Krafft. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced 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. **INDEPENDENT CONTRACTOR STATUS.** 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 whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.

4. **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. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.

5. **COMPENSATION.**
   - **5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT the amounts set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed $154,375 unless CITY chooses, in a writing signed by CITY's City Manager, to exercise its option to purchase a second year of maintenance (quarterly updates) prior to expiration of the first year of annual maintenance that is included in the above Not To Exceed amount. If CITY chooses to purchase a second year of maintenance, the Not To Exceed Amount shall be increased by $38,125. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
   - **5.2.** Payments shall be paid upon completion of project milestones as described in the Statement of Work attached as Exhibit "A" hereto with $77,187 payable after CITY accepts First Draft Deliverable as final and CONSULTANT invoices CITY for First Draft Deliverable, $30,875 payable after CITY accepts Second Draft Deliverable as final and CONSULTANT invoices CITY for Second Draft Deliverable, $30,875 payable after CITY accepts Third Draft Deliverable as final and CONSULTANT invoices CITY for Third Draft Deliverable, and $15,438 payable after CITY accepts Final Draft Deliverable as final and CONSULTANT invoices CITY for Final Draft Deliverable which total amount shall also pay for the first year of maintenance (quarterly updates) commencing 30 days after the "go live" date.

5.3 Within thirty days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described above and on the invoice and approved by the CITY.

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. **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 prior written consent of the City.

8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (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 attorney's fees) resulting from or arising out of CONSULTANT's performance of services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

11. **INSURANCE.**
    - **11.1. 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 herein.
    - **11.2. Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
    - **11.3. Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

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

11.6.2 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.

11.7. **Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty days prior written notice to the CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

11.8. **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.

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

11.10. **Substitute Certificates.** No later than thirty days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

11.11. **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.

12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

13. NOTICES.

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

To CITY:

Matt Engen
Information Services Manager
City of Tracy
333 Civic Center Plaza
Tracy CA 95376

Tracy, CA 95376

Mike Spade
Information Services
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:

Sean Lehman
Senior Analyst
GDR, Inc.
101 Lucas Valley Rd., Ste. 200
San Rafael, CA 94903

John Krafft
Technical Project Manager
GDR, Inc.
101 Lucas Valley Rd., Ste. 200
San Rafael, CA 94903

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

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

15. 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.

16. SEVERABILITY. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

17. 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.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

20. **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.

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

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

CITY OF TRACY	GIS DATA RESOURCES, INC.
_____	Hongyan Helen Duan
By: Brent H. Ives	By: Hongyan Helen Duan
Title: Mayor	Title: President
Date: _____	Date: 08-02-2012
	Fed. Employer ID No. 861128524
Attest:	_____
_____	
By: Sandra Edwards	By: David Fearheller
Title: CITY CLERK	Title: CFO
Date: _____	Date: 8/2/2012

Approved As To Form:

_____
By: Daniel G. Sodergren
Title: CITY ATTORNEY

Date: _____

Exhibit A

Statement of Work

City of Tracy, CA

Prepared: 1/31/2012
Revised: 5/8/2012
7/19/2012
7/25/2012
8/1/2012

101 Lucas Valley Rd, Ste. 200
San Rafael, CA 94903
(888) 654-4GDR (4437)
hwww.gdr.com

GDR

GIS Data Resources, Inc.

Approval Summary			
Client Name:	**City of Tracy, CA**		
Project Name:	**Geofile Build for the City of Tracy, CA**		
Document Name:	**Statement of Work (SOW)**		
Document Version:	**1.4**	**Revision Date:**	**8-1-2012**
Submitted to (client):	**City of Tracy**	**On:**	**8-1-2012**
Approved by (client):		**On:**	
Published By:	**GDR**	**On:**	
Accepted By (client):		**On:**	

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1.0 GENERAL INFORMATION

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties involved in the enhancement of the accuracy and completeness of the geographic information system (GIS) database and Master Street Address Guide (MSAG) database and to perform synchronization of the GIS database layers with the MSAG database for the City of Tracy.

Any deviations from this SOW will be discussed and mutually agreed to by City of Tracy and GDR. This SOW is contingent upon all organizations fulfilling their respective responsibilities as defined within this document and specifically in Section 6. Questions for GDR regarding this SOW should be directed to the following:

Sean Lehman
Project Manager
GDR, Inc.
(415) 884-4437 ext. 211
Sean.Lehman@gdr.com

John Krafft
Technical Project Manager
GDR, Inc.
(415) 884-4437 ext. 227
John.Krafft@gdr.com

The following pages provide an overview of the project, source data, and detailed description of the project task and the acceptance criteria. All parties recognize that the SOW may not be formatted chronologically with contractual obligations defaulting to the Project Schedule (See Section 6), unless otherwise noted. Project kickoff needs to occur within 90 days of acceptance of this SOW document. If more time is required for project kickoff, the City of Tracy should contact GDR.

2.0 PROJECT SUMMARY

2.1 Project Scope Statement

GDR will provide professional services to the City of Tracy's CAD Geofile build to accomplish the following:

- Improve the accuracy and completeness of the Geographic Information System (GIS) database and the Master Street Address Guide (MSAG) database it maintains for Public Safety Answering Point (PSAP) map display;
- Ensure that the data is in standard format to meet NENA standards
- Synchronize the GIS data with the MSAG and ALI data to comply with NENA guidance.

2.2 Summary of Services

The services provided by GDR involve building (edit/add/delete) an accurate Geofile consisting of multiple sources of data for use in the CAD system. The project will be broken into three phases, the first of which is complete:

Data Evaluation (completed 12/21/11)

- Assess the GIS layers for general data standardization between each of the respective layers
- Evaluate the GIS data layers for data standardization compatibility with published NENA GIS data model standards
- Assess the data attribution quality of MSAG/Street Synchronization, Address Points, Topology, Routing, and Polygon Boundaries
- Assess the MSAG database
- Prepare data evaluation report

Data Enhancement

- Enhance the data consistency and completeness of the GIS and MSAG databases maintained by the City of Tracy.
- Correct and update the Street Centerline file, Address Point file, service boundary layers, and MSAG data to comply with NENA standards
- Perform synchronization of the GIS database layers, including Street

Centerlines, Address Points, and the MSAG database

- Implement effective quality assurance and quality control procedures to ensure consistent and reliable database synchronization and verification.
- Ensure that service boundaries are snapped to the Street Centerline file.

Deliverables / E911 Data Documentation

- Project Kickoff meeting for both project teams to establish a working relationship and discuss/clarify any project issues
- The first deliverable will include Street Centerline, address point and common place standardization. In addition, GDR will include a polyline feature class that connects each address point to its associated street segment address for visual quality assurance purposes.
- There will be two (2) interim progress data deliverables for this project. Each deliverable will include the GIS map layers and associated documentation for the City of Tracy to review as an ESRI file geodatabase.
- The final delivery, which will include enhanced GIS layers, associated documentation, and the MSAG database noting all deletions, additions or modifications made. This final delivery will be submitted to the City of Tracy for a final review at the conclusion of the project as an ESRI file geodatabase.
- For each of the deliverables, the City of Tracy will need to review the progress and promptly provide GDR with feedback and suggestions for any further data enhancement as well as provide answers to any submitted questions.

As part of the Scope of Work, GDR will perform the following services and data enhancement tasks:

Project Scope Elements	Item Type	Deliverable
Centerline Consistency / Attribution / MSAG Synchronization		
MSAG Validation Errors	Attribute	x
ALI Validation Errors	Attribute	x
Attribution Errors	Line	x
Overlap Errors	Line	x
Directionality Errors	Line	x
Parity Errors	Line	x

Project Scope Elements	Item Type	Deliverable
Address Points		
Address Points Validation	Points	x
Topology / Polygon / Routing		
Centerline Topology	Line	x
Spatial Alignment / Missing Areas	Line	x
Polygon Topology / Segment Alignment	Polygons	x
Routing Attribute Build	Line	x
Ramps and Ramp Naming	Line	x

Data Maintenance

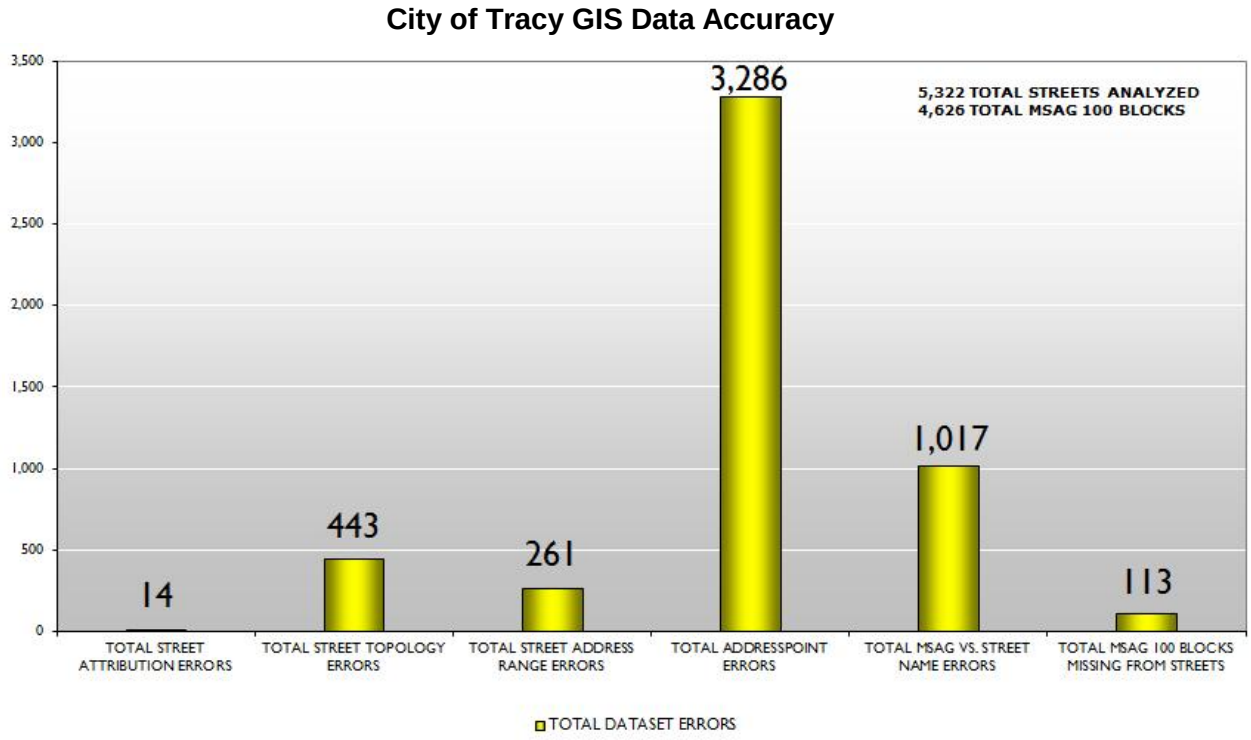
This SOW also includes two (2) year of quarterly maintenance. Section 7 outlines the data maintenance plan, which includes services provided by GDR to the City of Tracy to support the maintenance for data accuracy and consistency.

- Maintenance will commence ninety (90) days from “go-live” of the CAD system
- GDR will provide a “delta” maintenance update to capture any maintenance related services from final acceptance of the Geofile build to approximately 60-90 days prior to the CAD system “go-live”. The delta maintenance task will include all maintenance related service described in Section 7.
- GDR will provide updated data in the appropriate schema after performing quarterly corrections based on error logs received by the City of Tracy.

3.0 PROJECT DATA EVALUATION

GDR conducted a Data Evaluation of the City of Tracy’s GIS map layers in December of 2011 for the purpose of error detection, address gap analysis, and recommendations for improvement. City of Tracy’s data was run through GDR’s proprietary software tools and associated GIS scripting algorithms that queried the Geofile to check for errors, consistency, and quality, including spatial resolution, anomalies, topology rules, address ranges, naming convention errors, and polygon attribution, to name a few.

A summary of the City of Tracy's GIS dataset consistency and key findings are depicted below.



4.0 SOURCE DATA

In order to perform the tasks outlined in this Statement of Work, GDR will need all source data described in the table below. Unless otherwise noted, City of Tracy is responsible for providing all source material.

Any source or reference data that is not outlined in the table below will not be considered as part of this project.

Source Data	Format	Data Requirements/Comments
Working Address Points	Shapefile or Feature Class	The following fields are required for the working Address Points: ▪ Unique ID (other than ObjectID) ▪ Address number

Source Data	Format	Data Requirements/Comments
		▪ Full name (prefix, name, type, suffix) ▪ City
Working Street Centerlines	Shapefile or Feature Class	The following fields are required for the working Street Centerlines: ▪ Unique ID (other than ObjectID) ▪ Left/right address ranges ▪ Full name (prefix, name, type, suffix) ▪ Left/right city and response boundaries ▪ Routing attributes (i.e.one-way, speed limit mph, FCC)
Street Name Aliases or Alternate Names	Shapefile, Feature Class, or MS Excel Table	GDR will apply or update alias names that need to be used with the Working Street Centerlines. This list may already be included in an attribute field within the Working Street Centerlines or submitted as a separate list.
Master Street Address Guide (MSAG)	MS Excel Table	GDR will use the MSAG for verification purposes. Conflicts in data sources will be presented to the client for resolution.
Automated Location Identification (ALI)	MS Excel Table	GDR will use the ALI for verification purposes.
"Golden" street validation source	Shapefile, Feature Class, or PDF	The client must determine a "golden" source for data conflict resolution and final street analysis. This source will be reflected completely and accurately in the street layer and corrected MSAG. This could be a GIS layer, paper maps, or another type of verification source.
Local Addressing Pattern Information	MS Word or PDF	GDR needs to know if there are any local addressing patterns within the service area. GDR will implement and verify these patterns in areas where errors currently exist.
Digital Orthoimagery	Raster	GDR will utilize NAIP 2009 1 meter color imagery for spatial verification purposes, unless the client provides higher resolution or more recent imagery.
City Boundaries	Shapefile or Feature Class	GDR needs city boundaries to distinguish multiple streets with the same name.

Source Data	Format	Data Requirements/Comments
Law Polygons	Shapefile or Feature Class	Law Reporting Districts.
Fire Polygons	Shapefile or Feature Class	Fire Reporting Districts.
EMS Polygons	Shapefile or Feature Class	EMS Reporting Districts.
ESZ Polygons	Shapefile or Feature Class	ESZ Boundaries that correspond to the ESN value in the MSAG. This will be used as reference for verification of these ESN values.
Common Place name list	Shapefile, Feature Class, or MS Excel Table	GDR needs a common place list containing common place names and addresses. The x, y coordinates of non-addressed common places may also be provided for GDR data integration.
Secondary Address Information	Shapefile, Feature Class, or PDF	GDR needs detailed paper or electronic maps or other information providing details for locations with secondary addresses to be included in the data.
Any Auxiliary Layers	Shapefile or Feature Class	These are any layers that need to be updated and/or verified as part of the scope of this project. This could be railroads, trails, rivers/creeks, lakes, mileposts, etc.

GDR will also obtain and utilize the USPS Mailing Address Database as reference to validate addresses and identify potential issues.

5.0 PROJECT TASKS AND ACCEPTANCE CRITERIA

GDR will perform many services and data enhancements as part of the City of Tracy SOW. The following sections will describe the tasks associated with each layer received by GDR, as well as the acceptance criteria for each deliverable of the project.

The scope of all GDR update tasks listed in this SOW document shall include only the service area defined for this project. For this project, service area is defined to be all features in the datasets provided.

5.1 Working Street Centerlines

GDR will use the Street Centerlines that are currently used in the CAD system as a starting point to perform updates and consistency checks with other datasets. This Street Centerline file is where the majority of data enhancements usually occur. It is important to ensure there is a unique ID (other than ObjectID) in the current CAD Street Centerlines so that GDR can thoroughly communicate and integrate the updates into GDR's deliverables.

TASKS

Based on the source data and materials provided by the City of Tracy, GDR shall accomplish the following street additions and updates:

GDR Task	Description
Verify against imagery	GDR will add new street types and rectify spatially inaccurate streets to current orthoimagery to within 30 feet. If no imagery is provided, GDR will perform this task based on imagery from NAIP.
Initial Cleanse	GDR will use parsing and standardization methods to resolve any mismatches, simple spelling errors, and other automated corrections.
Street error correction	GDR will correct outstanding segment directionality inconsistencies, parity issues, and overlapping range values. GDR will also consider the relationship with the MSAG and Address Points to perform corrections to the Street Centerlines.
Address Range Gaps	GDR will buffer street address ranges so range gaps between adjacent segments will not exist if the source ranges have a gap of less than 200.
Complete Block Addressing	GDR will buffer street address ranges so all Street Centerline groups complete full 100 blocks. This means all segment groups will begin at _00/_01 of the block and end at _98/_99.
Street geometry correction	GDR will check the following types of errors and correct geometry issues that impact routing: dangle errors, intersection errors, false intersection errors, and un-routable segments.
Update routing attributes	GDR will update these routing attributes: Oneway, FCC, and

GDR Task	Description
	Speed. If the City of Tracy cannot provide the values for its entire service area, GDR will populate these fields with default values.
Street alias names	GDR will update the ALIAS fields in the Street Centerlines, which will contain alternative names for streets in the jurisdiction. If the City of Tracy provides a current list, GDR will populate these into the appropriate field. GDR will update the current alias table or build a new one, which will contain alternative names for streets in the jurisdiction. If the City of Tracy provides a current list, GDR will populate these into the table.
Update Naming on Highways/Freeways and Ramps	GDR will update the highway/freeway names based on source data and materials supplied by the City of Tracy. GDR will standardize highway/freeway names based on the convention of 'SR 24' or 'I 680', unless requested otherwise. GDR will also update ramp names based on the convention of 'NB OFF RAMP', unless requested otherwise.
Add divided streets	Where a continuous median of at least 1000 feet exists on a major road or there is dual pavement on a highway/freeway, the GIS data should represent it as a divided road. If it is currently represented by a single centerline, GDR will re-digitize these as divided roads to enhance map display and routing.
Merge streets at overpasses and underpasses	If the data currently has non-planar geometry, GDR will ensure that freeway/highway and underpass/overpass intersections have merged (unsplit) segments to disallow CAD routing from an overpass to underpass. If the data currently has planar geometry, GDR will verify that all streets are split at overpasses and underpasses and ensure that appropriate elevation attributes are applied to disallow CAD routing from an overpass to an underpass.

In the process of performing and completing the tasks described above, GDR will identify erroneous data in the City of Tracy data and many times modify, replace, or delete features to perform the corrections.

In addition, GDR will perform Street Centerline to MSAG synchronization tasks to

comply with NENA guidelines so the MSAG database reflects correct naming per the Addressing Authority. These tasks will be described in Section 5.2.

The following GDR services are not covered under this scope document:

- GDR will not perform field verification for street addressing anomalies
- Full geo-Rectification of geometry based on imagery

The above is not a comprehensive list of exclusions. GDR is required to perform only and all tasks specifically outlined in this scope document.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed Street Centerline ESRI feature class containing all verified segments provided in the working and reference layers. The Street Centerlines will consistently represent the existing Street Centerline network of the City of Tracy based on source data and materials supplied, with a 1% error rate for each of the criteria listed below:

- Missing street name
- Topological connectivity
- Address overlaps—overlapping and duplicate block ranges
- Segment parity/directionality
- Actual address range verification based on Address Points
- Address Points/Street Centerline name conflicts
- Full MSAG names do not exist in centerline dataset
- Full 100 block address ranges do not exist in centerline dataset
- Freeway and ramp naming not fully standardized to chosen naming convention

The one percent (1%) error rate for each error type should be calculated using only errors in the service area defined in Section 5.0 above. Formulas and methodologies for evaluating the final deliverable based on the above acceptance criteria are located in Appendix B.

5.2 Master Street Address Guide (MSAG)

TASKS

For these tasks, GDR will compare various datasets to the MSAG for the identification of errors in these datasets, as well as errors in the MSAG. GDR has developed tools to identify many types of inconsistencies, which are outlined in the table below:

MSAG vs. Street Centerlines	
Error Type	**Description**
Nothing Found	MSAG records where the name of the street name (prefix, name, type, and suffix) could not be found in the Street Centerlines. This could be due to misspellings or abbreviations in the name field or no match to the Street Centerline.
Name Only	MSAG records where only the name portion of the street name (prefix, name, type, and suffix) is found during the analysis. This is most often caused by a missing or incorrect street type, prefix, or suffix.
No City Match	MSAG records whose entire street name (prefix, name, type, suffix) were found during the analysis but the address was not found to match on city or community values based on the spatial boundaries.
No ESN Match	MSAG records whose entire street name (prefix, name, type, suffix) were found during the analysis but the address was not found to match on ESN values based on the ESZ boundaries.
MSAG Block Ranges	Each MSAG record is decomposed into its composite blocks. Each of these blocks is then compared to all available addressing verification sources, including GIS source datasets, Address Point information as well as USPS datasets. Any MSAG block that is found to exist in any of these sources is targeted for location and representation in the Street Centerline addressing dataset.

Street Centerlines vs. MSAG	
Error Type	**Description**
Nothing Found	Street segments where the name of the street name (prefix, name, type, and suffix) could not be found in the MSAG. This could be due to misspellings or abbreviations in the name field or no match to the MSAG.
Name Only	Street segments where only the name portion of the street name (prefix, name, type, and suffix) is found during the analysis. This is most often caused by a missing or incorrect street type, prefix, or suffix.
No City Match	Street segments whose entire street name (prefix, name, type,

	suffix) were found during the analysis but the street was not found to match on city or community values based the address range relationship with the MSAG.
No ESN Match	Street segments whose entire street name (prefix, name, type, suffix) were found during the analysis but the street was not found to match on ESN values based the address range relationship with the MSAG.
Segment Range Not in MSAG range	Segment matches MSAG record on naming, community, and ESN, but range or parity is inconsistent with MSAG range or parity.

In order to accomplish Street Centerline and MSAG synchronization, GDR performs the necessary corrections to both datasets based on the inconsistencies identified. In the end, GDR will provide an updated MSAG along with a Readdressing Table, which will show all the necessary changes, additions, and deletions to achieve MSAG synchronization.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed MSAG in tabular format. The MSAG will consistently reflect the attributes based on source data and materials supplied by City of Tracy and will be consistent with verified county address information.

The schema components or format for the MSAG deliverable will be the same as that of the source MSAG table received by GDR.

5.3 Working Address Points

GDR will use the Address Points that are currently used in the CAD system as a starting point to perform updates and consistency checks with other datasets. It is important to ensure there is a unique ID (other than ObjectID) in these Address Points so GDR can thoroughly communicate and integrate updates into GDR's deliverables.

TASKS

Where the content of the Address Points is suspect, GDR will check related data sources such as parcels, Street Centerlines, MSAG, imagery, and any other data provided to GDR for attribute and location validation. An Addressing Authority source should be provided, which will take precedence in resolving any data conflicts. GDR will focus on automated methodologies and office based correction to identify, correct, and QA inconsistencies between Address Points, Street Centerlines, and ALI.

In addition, for valid primary addresses that are not associated with a parcel "Situs" address will be associated with parcel locations (instead of centerline geocoding). These addresses will be identified using GDR's USPS Delivery Point Validation address file, which is a tabular list of every residentially deliverable address in the US. The source materials for this task will be existing GIS data, Aerial Photography, and the USPS Walk Sequence codes.

GDR will not utilize field collection for this project unless directed by the City of Tracy at an additional cost. GDR looks at many different types of errors related to Address Points, which are described in the table below:

Address Points vs. Street Centerlines	
Error Type	**Description**
Visual/Geometry Inconsistency	Visual verification allows analysts to identify where Address Points are consistent to a Street Centerline, but not necessarily in the right order according to surrounding Address Points, parcels, and imagery.
Full Name Inconsistency	Address Points whose entire street name (prefix, name, type, suffix) is not found during the analysis but is partially found so that any naming conflict can be resolved.
Range Inconsistency	Address Points whose entire street name (prefix, name, type, suffix) is found during the analysis but the address number is not found on the correct block.
City Inconsistency	Address Points whose entire street name (prefix, name, type, suffix) is found during the analysis and the address range is correct, but the city values between the point and Street Centerlines do not fully match. These issues are resolved based on the City boundaries provided.
Lacking Complete Attribution	Address Points that are missing attributes such as full name, address number, city values, etc. are given attributes based on surrounding features, source data provided, and the Addressing Authority.
Access lines	GDR will deliver a polyline feature class that connects each Address Point to its associated Street Centerline for visual QA purposes. GDR will use this method to ensure address integrity between the Address Points and Street Centerlines and to show the relation of Address Points to street segments.

For an additional level of accuracy and completeness beyond the Address Points synchronization, GDR will perform a secondary Address Points build. Secondary addresses (apartment, suites, and building numbers) will be geospatially positioned on rooftops for apartment complexes, shopping centers, professional offices, hospitals and schools. For any secondary address information not currently in your source data, the City will be responsible for providing detailed paper or electronic maps or other information that will assist GDR in populating secondary address information.

The following GDR services are not covered under this scope document:

- GDR will not perform field verification for addressing anomalies
- GDR will not move address points to rooftops

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed Address Points ESRI feature class containing primary address locations. The Address Points will consistently reflect their locations and attributes based on source data and materials supplied by the City of Tracy. Any inconsistent Address Points that cannot be resolved will be flagged for City of Tracy's review.

5.4 City Boundaries Tasks

GDR performs multiple iterations and passes to ensure correct topology of the city boundary layers. The boundary layers will conform to the following guidelines to ensure optimal performance with the Spillman CAD software:

- City boundaries within the same layer will not overlap.
- City boundaries will not have sliver gaps between them.
- City boundaries that follow Street Centerlines within 30 feet will be made coincident with the Street Centerline. If the street is represented by divided road segments, the boundary will follow the median of the road based on imagery.
- City boundaries common to multiple response layers within 30 feet will be made coincident with the boundary. In order to do this, an accurate primary boundary layer must be identified to use as the baseline for boundary snapping where Street Centerlines do not exist.
- City boundaries that follow Street Centerlines between 30 and 100 feet will be considered offsets based on a right-of-way. For these cases, GDR will implement a sawtooth at the street's intersections to maintain the offset.
- Street Centerlines will be split at city boundaries and address ranges will be verified to be correctly distributed.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed ESRI feature class for city boundaries with all topology errors resolved. The boundaries will consistently reflect the boundary shape and attributes based on the source data and materials supplied by the City of Tracy. Boundary inconsistencies that are not related to the above guidelines will not be considered an error.

5.5 Fire Boundaries

TASKS

GDR performs multiple iterations and passes to ensure correct topology of the Fire boundary layers. The boundary layers will conform to the following guidelines to ensure optimal performance with the Spillman CAD software:

- Fire boundaries within the same layer cannot overlap.
- Fire boundaries will not have sliver gaps between them.
- Fire boundaries that follow Street Centerlines within 30 feet will be made coincident with the Street Centerline. If the street is represented by divided road segments, the boundary will follow the median of the road based on imagery.
- Fire boundaries common to multiple response layers within 30 feet will be made coincident with the boundary. In order to do this, an accurate primary boundary layer must be identified to use as the baseline for boundary snapping where Street Centerlines do not exist.
- Fire boundaries that follow Street Centerlines between 30 and 100 feet will be considered offsets based on a right-of-way. For these cases, GDR will implement a sawtooth at the street's intersections to maintain the offset.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed ESRI feature class for Fire boundaries with all topology errors resolved. The boundaries will consistently reflect the boundary shape and attributes based on the source data and materials supplied by the City of Tracy. Boundary inconsistencies that are not related to the above guidelines will not be considered an error.

5.6 Law Boundaries

TASKS

GDR performs multiple iterations and passes to ensure correct topology of the Law boundary layers. The boundary layers will conform to the following guidelines to

ensure optimal performance with the Spillman CAD software:

- Law boundaries within the same layer cannot overlap.
- Law boundaries will not have sliver gaps between them.
- Law boundaries that follow Street Centerlines within 30 feet will be made coincident with the Street Centerline. If the street is represented by divided road segments, the boundary will follow the median of the road based on imagery.
- Law boundaries common to multiple response layers within 30 feet will be made coincident with the boundary. In order to do this, an accurate primary boundary layer must be identified to use as the baseline for boundary snapping where Street Centerlines do not exist.
- Law boundaries that follow Street Centerlines between 30 and 100 feet will be considered offsets based on a right-of-way. For these cases, GDR will implement a sawtooth at the street's intersections to maintain the offset.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed ESRI feature class for Law boundaries with all topology errors resolved. The boundaries will consistently reflect the boundary shape and attributes based on the source data and materials supplied by the City of Tracy. Boundary inconsistencies that are not related to the above guidelines will not be considered an error.

5.7 EMS Boundaries

TASKS

GDR performs multiple iterations and passes to ensure correct topology of the EMS boundary layers. The boundary layers will conform to the following guidelines to ensure optimal performance with the Spillman CAD software:

- EMS boundaries within the same layer cannot overlap.
- EMS boundaries will not have sliver gaps between them.
- EMS boundaries that follow Street Centerlines within 30 feet will be made coincident with the Street Centerline. If the street is represented by divided road segments, the boundary will follow the median of the road based on imagery.
- EMS boundaries common to multiple response layers within 30 feet will be made coincident with the boundary. In order to do this, an accurate primary boundary layer must be identified to use as the baseline for boundary snapping where Street Centerlines do not exist.
- EMS boundaries that follow Street Centerlines between 30 and 100 feet will be

considered offsets based on a right-of-way. For these cases, GDR will implement a sawtooth at the street's intersections to maintain the offset.

ACCEPTANCE CRITERIA

GDR will deliver a fully attributed ESRI feature class for EMS boundaries with all topology errors resolved. The boundaries will consistently reflect the boundary shape and attributes based on the source data and materials supplied by the City of Tracy. Boundary inconsistencies that are not related to the above guidelines will not be considered an error.

5.8 Business Common Place Build

For the Business Common Place build, GDR Britedata™ Business Database will be utilized which is comprised of combined business related data from several different data sources including telephone files, credit files, directories, government filings, annual reports, and proprietary B2B files. In addition, the data is phone verified at regular intervals to verify the listed information. The Britedata Business Database will enhance the quality and reliability of your CAD common place / premise / address data with the best contextual location data available.

The Common Place Business Data Includes:

- Commercial businesses
- Apartment complexes
- Group homes
- Medical facilities
- Government entities

TASKS

To incorporate the GDR's Britedata Business Dataset for the City of Tracy to enhance your Common Place Business information, GDR will need an extract of your existing common place location data used within your current CAD system. GDR will analyze the data and compare it to our current business listings to identify needed corrections to the data such as additions, deletions, and any needed data enhancements.

GDR will deliver the following actionable datasets:

- 'New' business records in CAD-ready formats, including text, excel, shapefile, and file geodatabase

- ‘Update’ business records to include changed contact names, addresses, and phone numbers
- ‘Closed’ business records that can be reviewed by for potential removal from the Common Place CAD list
- ‘Research’ business records which are validated by USPS but not present in agency Street Centerline / Address Point data through GDR’s optional Britedata Location Intelligence System toolset

ACCEPTANCE CRITERIA

GDR will deliver the following as part of this task:

- Provide new business records in file geodatabase format
- Provide updated business records that will include changed contact names, addresses, and phone numbers
- Provide closed business records for review by the City of Tracy for potential removal from the Common Place CAD list
- If the USPS Address Validation service is included in the project, GDR will provide a list of business records which are validated by USPS but not represented in agency Street Centerline / Address Point data so these can be researched/verified

GDR will provide one (1) year of updates to the Business Common Place data on a quarterly basis.

Schema requirements for the Common Place Point deliverable layer are shown in Appendix A.

5.9 Additional Notes on Acceptance Criteria

It is important to note that GDR does not guarantee 100% accuracy; each deliverable has defined acceptance criteria as described above. The client will have four (4) weeks following the Final Delivery to evaluate and accept the data submitted by GDR. If feedback is received, GDR will perform corrections and re-submit the final delivery. Upon re-submission of the final delivery, the client will have two (2) weeks to verify the corrections were made properly.

The following will not be considered as part of the error rate or acceptance criterion defined by this SOW document:

- Feedback received more than four (4) weeks after the final delivery.

- Feedback received more than two (2) week after the re-submission of the final delivery.
- Errors that are not within the SOW.
- Areas where the Addressing Authority is not provided.
- A question or flag has been submitted but GDR has not received a response.
- Error is not within the service area defined in Section 5.0.

Finally, any scripts or additional acceptance criterion used by the City of Tracy to test and/or accept a GDR deliverable must be sent to GDR for review.

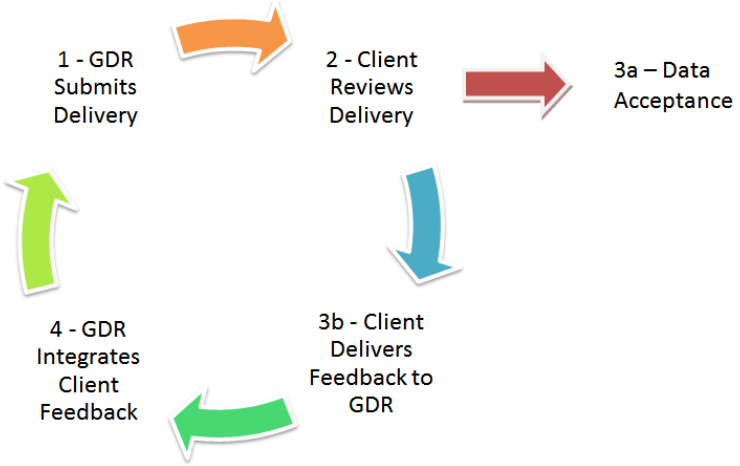
When the delivery satisfies the defined acceptance criteria, the City of Tracy must formally accept the data by signing and submitting the Project Acceptance document GDR will provide. This must be done within two (2) week of data acceptance.

6.0 PROJECT DELIVERABLES

GDR will submit four (4) data deliverables, each including updated data, change tables, and documentation outlining the status of tasks. Upon submission of each deliverable, the City of Tracy will have a specified period of time (see Section 6.4) to review the changes and provide feedback to GDR.

For the draft deliverables, the City of Tracy should look for major trends in the data related to the tasks outlined below. It is important to note that all project tasks are performed iteratively rather than one at a time. It is essential that the City of Tracy review each delivery and provide feedback, as well as respond to questions submitted by GDR. With open communication during the draft deliverables, there will be minimal changes required after the final delivery, leading to a smooth acceptance phase.

The diagram to the right displays the process utilized to accomplish data acceptance.



6.1 First Draft Deliverable

For the first draft standardization delivery, GDR will primarily focus on the following tasks:

- Data standardization to check for errors, consistency, and quality factors related to the NENA guidance on best practices for standardization for 9-1-1 datasets
- Standardize the naming components in the Street Centerlines and Address points according to NENA guidance:
  - Standardized PREFIX
  - Standardized NAME
  - Standardized TYPE
  - Standardized SUFFIX
  - Standardized CITY
- Assign Left and Right field zones for CITY values in the street centerline
- Assign Left and Right field zones for GDR's PID (polygon ID) in the Street Centerlines to be used for NENA recommended block level analysis needed for the synchronization of Address points to street centerline and the synchronization of the Street Centerlines to the MSAG
- Assign GDR's PID (polygon ID) for NENA recommended block level analysis
- Node the beginning and ending points of each street centerline segment to be used for topology analysis and address range analysis

While GDR will have performed corrections related to these tasks, additional QA will be completed before the Final Delivery. Thus, it is important for the City of Tracy to review this draft deliverable to identify any major incorrect trends that GDR should be aware of.

6.2 Second Draft Deliverable

For the second draft delivery, GDR will primarily focus on the following tasks:

- Data standardization
- Pattern analysis and data clean up
- Boundary task process and methodology
- Highway/freeway naming standardization

GDR will have performed corrections related to these tasks, additional QA will be completed before the Final Delivery. Thus, it is important for the City of Tracy to review

this draft deliverable to identify any incorrect trends that GDR should be aware of.

6.3 Third Draft Deliverable

For the third draft delivery, GDR will primarily focus on the following tasks:

- Client feedback from the first delivery
- Topology Errors
- Geometry Additions and Corrections
- Routing Attributes
- Name and Zone Corrections
- Address Range Corrections
- Boundary enhancement

While GDR will have performed corrections related to these tasks, additional QA will be completed before the Final Delivery. Thus, it is important for the City of Tracy to review this draft deliverable to identify any major incorrect trends that GDR should be aware of.

6.4 Final Deliverable

GDR will provide a delivery with all project tasks complete. This delivery will include client feedback from previous deliveries, as well as all remaining tasks and quality assurance processes for all tasks outlined in this Statement of Work document.

7.0 LONG-TERM MAINTENANCE

GDR will provide annual maintenance services to include correcting and updating the GIS data that has been previous corrected, enhanced, or managed by GDR as part of the Geofile project. GDR will make appropriate corrections and provide updated data in the format needed for Tracy's GIS system and the CAD system. The main activities for the maintenance plan include:

- Provide updated data in the appropriate CAD schema and format after performing quarterly corrections based on error/change logs received by the City of Tracy.

- Quarterly integrate City of Tracy provided updates into the datasets.

Maintenance will commence thirty (30) days from “go-live” of the CAD system. Prior to the first regular maintenance task, GDR will schedule a meeting to further develop and define the maintenance process items.

In addition, GDR will provide a “delta” maintenance update to capture any maintenance related services from final acceptance of the Geofile build to approximately 30-60 days prior to the CAD system “go-live”.

8.0 PROJECT SCHEDULE

8.1 Schedule

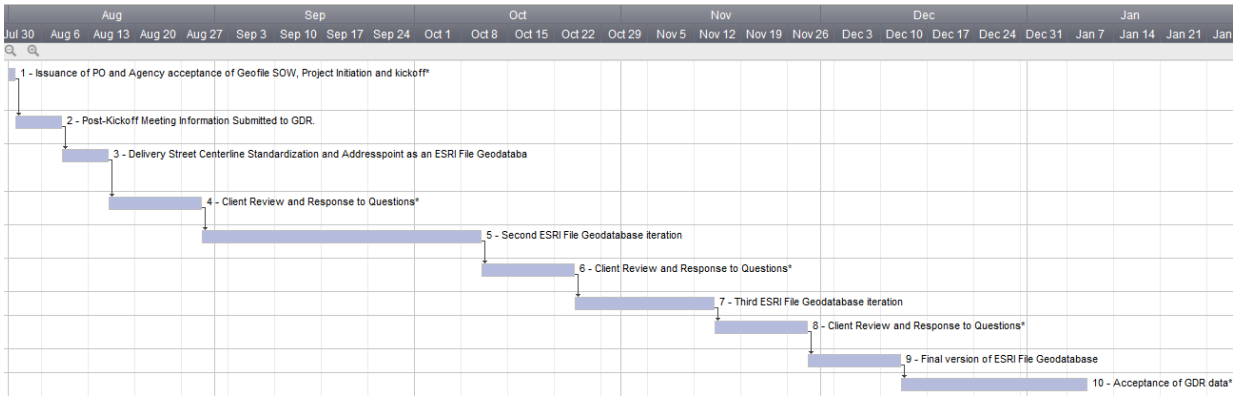
The deliverables will be submitted based on the schedule outlined below:

#	Description	Time
1	Issuance of PO and Client Acceptance and Verification of this SOW Document, Project Initiation and Kickoff*	0 Weeks
2	GIS Data and Source Materials (Section 4.0) Submitted to GDR*	1 Weeks
3	Delivery Street Centerline and address point Standardization as an ESRI File Geodatabase	2 Weeks
4	Client Review and Response to Questions*	4 Weeks
5	First Draft Deliverable	10 Weeks
6	Client Review and Response to Questions*	12 Weeks
7	Second Draft Deliverable	15 Weeks
8	Client Review and Response to Questions*	17 Weeks
9	Final Deliverable	19 Weeks
10	Acceptance of GDR data*	22 Weeks
11	GDR Submits Maintenance Plan Proposal	26 Weeks

*Indicates that City of Tracy is responsible for this action.

8.2 Project Gantt Chart

Below is a tentative Gantt Chart for the above project schedule based on the tentative start date of August 1, 2012. It is important to note that the timeline may change based on GDR resource availability at the time of project start. GDR will finalize the timeline at project kickoff.



9.0 PROJECT ASSUMPTIONS

- All data will be maintained in the NAD83 State Plane projection with spatial tolerance 0.5 and spatial resolution 0.25. As needed, GDR will re-project any map layers as needed to ensure the same horizontal datum.
- City of Tracy is expected to provide all source data and materials identified in this document according to the project schedule.
- GDR will deliver an ESRI file geodatabase containing feature classes described within this Statement of Work.
- The Geofile is defined as the geographic dataset needed to support the City of Tracy CAD system. The City of Tracy will create, convert, load, test, and ensure the accuracy and completeness of the Geofile for use with the public safety applications.
- Following completion of the project, GDR will provide recommendations to the City of Tracy for maintenance of the Geofile post-delivery.
- GDR may have up to two people available for the kickoff meeting at the City of Tracy's facilities. A bi-monthly project status call can be conducted via conference calls or our web-based conferencing tools.
- This SOW document has been produced based on the recent Data Evaluation.

If any complications or critical errors are found during project execution, GDR will report them to the City of Tracy to discuss corrective action with respect to the current agreement.

10.0 APPENDICES

10.1 Appendix A: Definition of Technical Terms

Street Centerline group: A Street Centerline group refers to continuous set of segments that share a full name and zone value. This means that all segments representing 1st Street in San Rafael that are topologically connected are considered one Street Centerline group.

Parity: Parity refers to the odd and even side of the segment. Each segment has directionality, and thus has a left and right side. If the left side is addressed as odd, the left parity is odd and typically the right parity would be even. Parity Errors refer to cases where the parity (odd/even) of the address ranges is incorrect.

Overlap: A street overlap refers to a scenario where two segments of the same Street Centerline group have overlapping address ranges.

Address Point Cluster: An Address Point Cluster is a group of Address Points with the same full name and city values. These points are also spatially close to one another.

Divided Roads: A divided road is either a highway/freeway or a major arterial road that has a long median that divides it. Divided roads are typically represented in the Street Centerline layer as two parallel segments, one segment for each direction of the road.

Sawtooth: A sawtooth is a technique used during boundary enhancement tasks where the boundary has an offset from a Street Centerline. If there is an offset such that the entire width of the road itself should be responded to by a single response agency, but an intersection along the road should be responded to by both response agencies, a sawtooth is implemented at the intersection.

Geofile: A geofile is the group of datasets that come together for optimal CAD functionality. This typically includes the Street Centerlines, Address Points, MSAG, and boundary layers. Optional layers include Common Place points, mileposts, trails, etc.

10.2 Appendix B: Verification Methodology for GDR Final Delivery

Below is a verification method to review the Street Centerline deliverable in order to achieve acceptance. For quality assurance purposes, the reviewing agency should randomly choose 200 segments and go through the below questions to check and verify correctness of the data provided. The agency will need to load the data into ArcMap and go through each of these questions.

1) Review the DELIVERY INVENTORY SPREADSHEET.

a) This spreadsheet describes all of the delivery data in detail that GDR has delivered.

2) Review STREETCENTERLINES CHANGES feature class in ArcMap.

a) This feature class has three main column names
- Attribute Name – This is the name of the attribute that has been changed
- Original Value – This is the original value before GDR has modified
- New Value - This is the new value that has been changed and is currently in the street centerline feature class

3) Review the STREETCENTERLINES feature class in ArcMap. All streets and block address ranges accurately represent the existing street network based on the accuracy of the agency's source data.

a) How many streets have a missing street name that has a correct street name in the source or reference data provided?

b) How many streets have an incorrect full name while the MSAG has the correct name?

c) How many streets are topologically not connected properly?

d) How many streets have address ranges that fall onto another segment with the same name and city?

- Segments with the same full street name and city should not have duplicate or overlapping address ranges
- Duplicate Address Range example: N 10TH ST, San Rafael should have a range of (100-198) on ONLY one segment
- Overlapping Address Range example: N 10TH ST, San Rafael should not have a range of (100-198) and (120-198) on two segments because the range of (120) falls within the range of (100-198). If this occurred, it would be a range overlap error and needs to be corrected.

e) How many streets have parity or directionality errors?

- For all segments with the same (prefix, name, type, suffix, left city, right city) check for even-odd consistency for that street so that even-odd ranges are on the same side of street consistently and correct based on source and reference data.
- As you traverse an entire street from the beginning (at the lowest address) to the end (highest address), the traverse along the street geometry occurs in the direction of increasing addresses.

f) How many streets have incorrect address range values based on Address Points?

g) How many streets have incorrect address range values based on the MSAG?

h) How many freeway or ramp streets have an incorrect full name based on the chosen naming convention?

4) Accept or Reject GDR's Final Deliverable.

a) If item 3a finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

b) If item 3b finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

c) If item 3c finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

d) If item 3d finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

e) If item 3e finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

f) If item 3f finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

g) If item 3g finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

h) If item 3h finds more than two errors, report to GDR for correction. If two or less errors are found, this acceptance criterion has been accomplished.

i) If the entire above acceptance criterion is accomplished, the GDR Final Delivery must be accepted. In order to formally accept, please sign and

submit the Project Acceptance document that is enclosed in the SOW document.

Exhibit B

GDR
GIS Data Resources, Inc.

Proposal / Work Authorization

No: 2503G
Date: 8/1/12

GDR Office: X 101 Lucas Valley Rd., Ste. 200, San Rafael, CA 94903 • Tel (415) 884-4437 FAX (415) 884-4407
24 Burton St., Boston, MA 02135 • Tel (415) 884-4437 ext. 212 • FAX (415) 884-4407

Job Name: City of Tracy, CA Geofile Build
GDR Rep: Tony Alex, Exec. VP, Bus. Development

Customer: City of Tracy, CA

Address: 1000 Civic Center Dr., Tracy, CA 95376

Contacts:	Matt Engen, IT Manager, City of Tracy, CA	Mike Spade, Information Services
Phone	209-831-6806	(209) 831-6803
E-Mail:	matt.engen@ci.tracy.ca.us	mike.spade@ci.tracy.ca.us

Project Description: Geofile build for the City of Tracy, CA Police Department. File to be Spillman CAD/AVL compliant and warranted to have less than 1.5 % critical error rate, file fully NENA compliant. SOW titled Tracy SOW 8-1-2012 is attached

State Plane	TBD
Projection:	TBD
Zone:	TBD
Units:	TBD
Datum:	TBD
Spheroid:	TBD

Spatial Extents: City of Tracy, CA
Project boundary GIS file: City of Tracy, CA

Delivery Schedule Dates: Initial: See SOW
Final: See SOW

	DATA SOURCE				DELIVERABLE		
Data Set	**Type**	**County/City**	**Other**	**CAD Vendor**	**GDR**	**Deliverable**	**Cost**
Addresspoints	Points						
Parcels	Polygons						
Streets	Lines						
Streets w/ Routing	Lines						
1 mile buffer	Lines						
City Boundaries	Polygons						
Police Boundaries	Polygons						
Fire Boundaries	Polygons						
EMS Boundaries	Polygons						
Towing Boundaries	Polygons						
Imagery	Raster						
Building Footprints	Polygons						
Consumer & Business	Data						
Common Place	Geocode						
MDU's	Points						
ZIP Codes	Polygons						
Hydrants	Points						
Railroads	Lines						
Mile Markers	Points						
Hydrology	Lines						
Property Info.	Data						
Sub-Parcel							
Secondary Addresspoints Build							$8,750.00
Common Place Business Data							$7,500.00
Maintenance							
Annually for quarterly updates							$38,125.00
Project Cost							$100,000.00
Total Project Cost							**$154,375.00**

50% at First Deliverable (after acceptance of Draft by City)
20% at Second Deliverable (after acceptance of Draft by City)
20% at Third Deliverable (after acceptance of Draft by City)
10% at Final Deliverable (after acceptance of Draft by City)

2nd year maintenance (if option chosen by City) $38,125.00 annually for quarterly updates

Price Valid For: 30 days from above date

Note: Delinquent accounts will be subject to a late fee of 2% per month. **Payment Terms: Due Upon Receipt of Invoice.**

GIS Data Resources, Inc.

Name: Tony Alex
Title: Executive VP, Business Development
By:
Date: 8/4/2012

Company: City of Tracy, CA

Name:
Title:
By:
Date:

RESOLUTION _____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GIS DATA RESOURCES INC. TO IMPROVE THE ACCURACY AND COMPLETENESS OF THE GEOGRAPHIC INFORMATION SYSTEM DATABASE AND THE MASTER STREET ADDRESS GUIDE DATABASE AND ENSURE THE DATA COMPLIES WITH THE NATIONAL EMERGENCY NUMBER ASSOCIATION GUIDELINES AND APPROPRIATING THE RECEIPT OF A $75,000 GRANT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, The Police Department is currently in the process of replacing their existing CAD/RMS system and have selected Spillman Technologies as the software provider, and

WHEREAS, The Spillman software relies heavily on the accuracy of the City's existing GIS database, and

WHEREAS, It has been determined that the City's existing GIS database does not meet NENA guidelines for public safety agencies, and

WHEREAS, GDR is the only public safety GIS firm in the industry that is the exclusive geofile partner of Spillman Technologies, and

WHEREAS, A grant in the amount of $75,000 has been awarded to the City of Tracy for this project and the remaining $79,375 will come from the previously funded CAD/RMS budget;

NOW, THEREFORE, BE IT RESOLVED, That the City Council finds it is in the best interest of the City to forego the formal Request for Proposal process, approves a professional services agreement with GDR in the amount of $154,375, authorizes the Mayor to sign the Agreement and appropriates $75,000 in grant funding for this purpose.

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

August 7, 2012

AGENDA ITEM 1.F

REQUEST

AUTHORIZATION OF AMENDMENTS TO THE LANDSCAPE MAINTENANCE AGREEMENTS (AMENDMENT NO. 12 TO AGREEMENT FOR FULLY-FUNDED ZONES TO REMOVE ZONES 3, 15, AND 18; AMENDMENT NO. 8 TO AGREEMENT FOR UNDER-FUNDED ZONES TO ADD ZONES 3, 15, AND 18)

EXECUTIVE SUMMARY

The City Council previously approved Service Agreements consisting of various levels of service with Sycamore Landscaping to provide landscape maintenance services to Zones within the Tracy Consolidated Landscape Maintenance District (LMD).

As a strategy to optimize maintenance services for all Zone amenities (parks, trees and grounds maintenance—long and short-term), it is being recommended that Zones 3, 15, and 18 be transferred from the Agreement that provides the highest level of grounds maintenance service to the Agreement that provides lesser services so that funding can be spread to necessary tree and park maintenance while also continuing grounds maintenance service.

DISCUSSION

In response to increased utility rates, assessments that have not been increased in 10-15 years (except for inflationary increases, and fluctuations of competing inflationary rates of contracted maintenance services[1], staff reviews strategies that will optimize the maintenance of amenities that are compatible with the availability of each Zone's funding source within the LMD.

In order to provide necessary maintenance to all of a Zones' amenities, modifications to services are required so that funding may be apportioned to those amenities that are in need of the greatest maintenance. For example, if tree maintenance is required due to excessive winds in addition to cyclical pruning maintenance, in order to meet the pruning need, reductions in the frequency of mowing may be considered thereby freeing funds to be redistributed to where the greatest need exists. Likewise, service levels are analyzed to assure that a Zone's funding ability matches with the appropriate available service level.

It is therefore being recommended, that in order to address the needs of Zones 3 (tree pruning, streetscape and park renovation), 15 (tree pruning, streetscape and park renovation), and 18 (tree maintenance) in a manner that is compatible with their funding status, that these Zones be transferred from the grounds maintenance Agreement for Fully-funded Zones, to the Agreement for Under-funded Zones.

---

[1] The inflationary rates for landscape maintenance service contracts are governed by the Construction Cost Index (CCI). The CCI has historically been greater than the Consumer Price Index, which governs the inflationary increases by which assessments can be increased.

STRATEGIC PLAN:

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

FISCAL IMPACT

If the City Council approves the Amendments, the Agreement for Under-funded Zones will be increased by $118,270 and the Agreement for Fully-funded Zones will be decreased by $185,087. There will be no impact to the General Fund.

RECOMMENDATION

That the City Council, by resolution, authorize Amendment No. 12 to the Agreement for Fully-funded Zones, removing Zones 3, 15, and 18; and by resolution; authorize Amendment No. 8 to the Agreement for Under-funded Zones, adding Zones 3, 15, and 18.

Prepared by: Anne Bell, Management Analyst II, Finance Department
Reviewed by: Zane Johnston, Finance Director
Approved by: R. Leon Churchill, Jr., City Manager

Attachments: Amendment No. 12 to the Sycamore Agreement for Fully-funded Zones; Amendment No. 8 to the Sycamore Agreement for Under-funded Zones

CITY OF TRACY
AMENDMENT NO. 12 TO
LANDSCAPE MAINTENANCE FOR LANDSCAPE MAINTENANCE DISTRICT FULLY FUNDED ZONES AGREEMENT BETWEEN SYCAMORE LANDSCAPING CORPORATION AND THE CITY OF TRACY

This Amendment No. 12 (hereinafter "Amendment") is made and entered into by and between the City of Tracy, a municipal corporation ("CITY"), and Sycamore Landscaping Corporation, a California Corporation ("CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into a Contract Agreement to conduct Landscape Maintenance in Twenty-Nine Zones for the CITY which was signed by the Mayor on February 17, 2004, and authorized by Resolution 2004-063 (the "Agreement").

B. CITY and CONTRACTOR amended the Agreement on May 18, 2004 by increasing the "Not to Exceed" amount by $13,667.64 in exchange for maintenance of new areas not included in the original Agreement which was authorized by Resolution 2004-1310.

C. CITY and CONTRACTOR amended the Agreement again on November 3, 2004 adding new areas not included in the original Agreement, which was authorized by Resolution 2004-3410, which increased the payment to CONTRACTOR by $7,343.

D. CITY and CONTRACTOR amended the Agreement again on February 1, 2005 adding new areas not included in the original Agreement, which was authorized by Resolution 2005-046, which increased the payment to CONTRACTOR by $51,601.

E. CITY and CONTRACTOR amended the Agreement again on May 3, 2005 adding new areas not included in the original Agreement, which was authorized by Resolution 2005-113, which increased the payment to CONTRACTOR by $20,121.

F. CITY and CONTRACTOR amended the Agreement again on February 21, 2006 by appropriating $4,633 for the Fiscal Year 2005/06 and increased the "Not to Exceed" amount from $281,668 to $286,301 for Fiscal Year 2005/06 in exchange for maintenance of new areas not included in the original Agreement, which was authorized by Resolution 2006-055.

G. CITY and CONTRACTOR amended the Agreement again on May 11, 2006 to extend the Agreement for an additional two years pursuant to Section 7 (see the Specifications and Contract Documents for "2004-2006 Landscape Maintenance" in Subsection (m) on page 5 of Division I for further details) and a Consumer Price Index allowance of 2.0% was given, raising the "Not to Exceed" amount from $290,934 to $296,753.

H. CITY and CONTRACTOR amended the Agreement again on September 7, 2006 to add Zone 17 from the 8-Zones Contract to the 29-Zones Contract in the Landscape Maintenance District, and increased the "Not to Exceed" amount by $22,315.50

($28,188 annualized) from $296,753 to $319,068 ($324,941 annualized) for the period September 15, 2006 to June 30, 2007.

I. CITY and CONTRACTOR amended the Agreement again on October 3, 2006 to add additional streetscape from Zone 15 and increased the "Not to Exceed" amount from $319,068.50 to $333,505 for Fiscal Year 2006/07 in exchange for maintenance of new areas not included in the original agreement for the remaining term of the contract.

J. CITY and CONTRACTOR amended the Agreement a ninth time on June 19, 2007 to add additional streetscape from Zones 3, 18, and 36; to change the title of the Agreement, to modify the Fiscal Year the "Not to Exceed" amount to $355,304.8, and to reflect that the Tracy Consolidated Landscape Maintenance District oversight has transferred from the CITY Parks and Community Services to the CITY Public Works Department.

K. CITY and CONTRACTOR amended the Agreement a tenth time on October 1, 2009 to adjust landscape maintenance area square footages and services for Zones 1, 3, 10, 12, 26, 27, 29, 33; and to extend the term of the Agreement to June 30, 2013 based on the original Fiscal Year 2003-2004 bid rates submitted by Sycamore Landscaping Corporation on January 19, 2004; and for subsequent areas added, per rates established in Amendment No. 6 for the duration of the Agreement.

L. CITY and CONTRACTOR amended the Agreement an eleventh time on February 24, 2010 to add new Zone 17 streetscape area as of October 1, 2009. The Public Works Director authorized the Amendment.

M. CITY and CONTRACTOR now desire to again amend the Agreement to remove Zones 3, 15, and 18 which will be added to the Agreement for Under-funded Zones.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement and prior Amendments unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement and prior Amendments, which are not specifically modified by this Amendment, shall remain in full force and effect.

2. **Scope of Services.** The Agreement is hereby amended to exclude service areas known as Zones 3, 15, and 18 listed in Exhibit "A" attached hereto.

3. **Compensation.** Commencing on July 1, 2012, compensation shall be adjusted to exclude Zones 3, 15, and 18 from compensation otherwise due under Agreement.

4. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
5. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
6. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of CONTRACTOR and CITY. This Amendment shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

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

CITY OF TRACY

By: _____
Brent Ives
Title: Mayor

Date: _____
Attest:

By: _____
Sandra Edwards
Title: City Clerk

CONTRACTOR

By: _____
Holley Giessman
Title: Secretary

Date: 7/18/12
Fed. Employer I.D. No.: 68-0344233

By: _____
Scott Giessman
Title: Financial Officer

Approved as to Form:

By: _____
Daniel Sodergren
Title: City Attorney

Date: _____

Exhibit "A"

Zone 3 - Located in the northwest section of Tracy. It is bordered on the north by I-205, on the south by Byron Road, on the west at the point where Byron Intersects with I-205; and extends east of Corral Hollow where it becomes non-contiguous as non-LMD properties separate the Northen most area of the Zone, north of Grantline, from the southern most area of the Zone, south of Lowell Avenue and north of Byron Road. Map of precise location is on File with the Public Works Department.

Zone 3	Corral Hollow/Byron/I205 Triangle
I. Arterial Landscaping	
A. Bikepath Adjacent to Channelway	
1.	Lowell Avenue, south to Vivian between curb and bikepath
B. Corral Hollow Road	
1.	West side adjacent to Foothill Ranch Estates, Buena Vista Estates, Sterling Estates, and Pheasant Run.
2.	East side from RR tracks to SE corner of Corral Hollow and Lowell Avenue
3.	From SE corner of Corral Hollow and Grantline Road, east side of Corral Hollow, southward to end of commercial property line of APN 232-020-54
4.	Median Island north of Byron Road to Grantline Road, exluding 32,872.22 SF of median from north side of Lowell Avenue to south property line of APN 232-020-54
C. Grant Line Road	
1.	North side approximately 1100+/- linear feet east of Lincoln to Corral Hollow Road.
2.	South side along soundwall at Summergate.
3.	Median island from Corral Hollow west of Orchard Parkway.
4.	South side from Pombo Parkway, west to end of 2180 Grantline Road (Klemm Building)
5.	South side, 113' east of Joe Pombo Parkway. Turf north of sidewalk to curb, 295' east of Joe Pombo Parkway ending @ driveway. Turf south of sidewalk, 112 ft. east of Joe Pombo Parkway to moban, ending 316 feet east of Joe Pombo Parkway at shopping center mow band, 25' from curb [Sekhon Retail Center]
D. Kavanagh Avenue	
1.	From Corral Hollow Rd. channel way to Golden Springs Dr. (south side) approx. 750+/- linear ft.
E. Lowell Avenue	
1.	From Corral Hollow to 440 feet west of Regency (both sides).
2.	North side of soundwall approximately 460 feet (Bridle Creek).
3.	North side between curb & sidewalk, from Henley Parkway to the west end.
4.	South side of soundwall from Henley Parkway to west end of Heartland Subdivision, approximately 180 feet.

		5. Median strip from Corral Hollow eastward, ending at point adjacent to east property line of parcel 232-380-04.
		6. South side from Corral Hollow east to Promenade Circle
		7. North side between soundwall and curb from Bridle Creek to Joe Pombo Parkway.
		8. South side from east end of subdivision to end of soundwall/Joe Pombo.
		9. South side from Joe Pombo to Blanford Lane.
		10. South side from Promenade east to end of soundwall.
		11. North side from Henley Parkway, west to end of soundwall.
Zone 3		Corral Hollow/Byron/I205 Triangle
	F. Orchard Parkway	
		1. East side from Lowell Avenue to approximately 100 feet north of Joseph Damon Drive.
		2. median Island from Hillcrest north to Joseph Damon Drive.
		3. West side from Lowell Avenue north to approximately 500 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road to be weed free, between curb and fence line.
		4. West side landscape area between curb and fence line, approximately 500 feet south of Joseph Damon Drive.
		5. West side from Grantline Road south to Lowell Avenue
		6. Jenni Lane south to Lowell Avenue
		7. On Orchard Parkway from Joseph Damon 484ft north to Grantline, 4ft from street to side walk to 122 ft from Joseph Damon along sound wall. On Grantline from Orchard Pkwy. to Corral Hollow 811 ft. On Corral Hollow, from Grantline south to Alegre 561ft. [Tracy Medical Building]
	G. Tracy Blvd.	
		1. Median strip in front of Arnaudo Plaza Shopping Center.
	H. Henley Pkwy	
		1. East side between soundwall and curb, from Lowell Ave. to Bridle Creek Drive.
		2. West side from Lowell Ave north to end of Soundwall (North of Giovanni).
II. Subdivision Landscaping		
	A. Arnaudo Village	
		1. Entryways at Lincoln and Grant Line.
	B. Blossom Valley	
		1. Entryways at Travao Lane and Grant Line, which includes median.
	C. Blanford Lane	
		1. Blandford Lane — East side from Lowell Drive to Ferndown Lane.
	D. Foothill Ranch Estates	

	1. Entryway at Foothill Ranch Drive and Corral Hollow Road and median Island.
E. Woodfield Estates	
	1. Entryway at Fieldview which includes the north and south side soundwall and median strip entire length of Fieldview.
	2. Entryway at Promenade Circle which includes west side of soundwall and median Island and east side.
F. Sterling Estates	
	1. Alegre - north side (approximately 370 feet X 5 feet) and median Island.
G. Pheasant Run	
	1. Entryway at Corral Hollow and Fieldview (approximately 150 feet) and median.
	2. Annie Court adjacent to Fieldview including south side of soundwall.
H. Bridle Creek	
	1. Entryway at Lowell Avenue and Bridle Creek Circle (approximately 70 feet x 5 feet) and median Island on Bridle Creek.
	2. Entryway at Bridle Creek and Joe Pombo Parkway.
I. Heartland	
	1. Entryways at Lowell Avenue and Oxford Way (approx. 80 feet x 5 feet) and median Island on Oxford Way.
	2. Entryway at Hampshire Lane including median strip.
J. Laurelbrook	
	1. Entryway at Laurelbrook Drive and Southbrook Lane including median strip.
K. Foothill Vista	
	1. Entryway at Hillcrest Drive between Orchard Parkway and Isabel Virginia.
L. Countryside	
	1. Giovanni Lane, both sides, including median, from Henley Parkway west to Rochester Street.
III. Park Maintenance	
A. Arnaudo Village	
	1. Slayter Mini Park located on Suellen Drive - 21,780 square feet.
B. Buena Vista Estates	
	1. Kelly Mini Park located at Tammi Court and Kelly Street - 21,780 square feet.
C. Foothill Ranch Estates	
	1. New Harmon Mini Park located on Hillcrest Drive - 21,780 square feet.
D. Laurelbrook	
	1. Dr. Ralph Allen Mini Park located at Veranda Court and Dorset Lane.

	E. Sterling Estates	
		1. Pombo Family Park located on Joseph Damon and Mary Alice Court.
	F. Park Atherton	
		1. Eagan Park located on Oxford Lane and Lowell Avenue
	G. Meadwood (Thrasher Park)	**1.** Thrasher Park loactaed at 1620 Mankuelian Lane
		2. From southeast intersection of Lowell Avenue and Joseph Menusa, south side of Lowell Avenue, to 194' east o fJoseph Menusa; west side of Joseph menusa 338' soutward of Lowell/Joseph Menusa intersection
	H. Pheasant Run	
		1. Mcray Family Park loacated at 2125 Fieldview Drive
	I. Souza Family North Park	**1.** On Thelma Loop
IV. Weed Abatement in Non-Landscaped Areas		
	A. Corral Hollow	
		1. West side, south of Grant Line Road to existing landscape 10 feet behind curb.
		2. West side, north of Grant Line Road, 10 feet from face of curb, 2460 linear feet.
	B. Grant Line	
		1. West of Corral Hollow, north and south side, 10 feet behind curb to I-205.
	C. Orchard Parkway	
		1. West side, from Lowell Avenue to 200 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road between fence and curb.
		2. Orchard Parkway median from Lowell Avenue to Hillcrest and from Joseph Damon Drive to Grant Line Road.
		3. Orchard Parkway, east side, from soundwall to Grant Line Road 10 feet behind curb.
	D. Pombo Parkway	
		1. East side from end of landscaping north to soundwall.

Zone 15 - Located in the southwest section of Tracy bordered by Tracy Blvd., Linne Road, and Corral Hollow.

Zone 15 (Edgewood)		
I. Arterial Landscaping		
	A. Tracy Blvd.	
		1. West side from approx. 700' north of Whispering Wind Lane south to end of soundwall (City property Line).
	B. Corral Hollow	
		1. East side from North of Peony Drive, South to UPRR.
		2. East side of Corral Hollow 771 feet south to Starflower Drive.
		3. East side of Corral Hollow from Starflower South to Kagehiro.
		4. Median Corral Hollow from Starflower South to Kagehiro
II. Subdivision Landscaping		
	A. Edgewood VI	
		1. Entryway at Peony Drive, both sides, including median strip from Corral Hollow, East to Maison Court.
		2. Entryway at Middlefield Drive, both sides, including median strip from Corral Hollow, East to Whispering Wind Drive.
	B. Whispering Wind	
		1. Both sides including median from Tracy Blvd. west to English Oak Lane.
	C. Applebrook Lane	
		1. East and west sides including median from Whispering Wind south approx. 75 feet.
	D. English Oak Lane	
		1. East side from Whispering Wind north approx. 80 feet.
	E. Windsong Drive	
		1. Both sides including median from Tracy Blvd. west approx. 370 feet.
	F. Starflower Drive	**1.** Starflower Drive south side 306 feet to Lotus Way.
		2. North side of Starflower from Corral Hollow east to Lotus Way
	G. Kagehiro	**1.** South side of Kagehiro from Lotus to Corral Hollow.
III. Park Maintenance		
	A. Edgewood	
		1. Cose Park located at 1780 Whirlaway Lane
	B. William Adams Park	
		1. William Adams Park - located on Edgewood Terrace Drive.
	C. Schwartz Park	
		1. Schwartz Park in Edgewood Sub Division.

Zone 18 — (Glenbriar Estates) is bounded on the north by Valpico Road, on the east by MacArthur, and on the south by Linne Road

Zone 18		(Glenbriar Estates)
I. Existing Arterial Landscaping		
	A. MacArthur Drive	
		1. From MacArthur and Glenn Brook Drive Intersection, maintain 237' south of Glenbrook Dr.; west side of MacArthur to N. of Glenbrook Drive
		2. West side from Valpico south to end of landscape, approximately 290 feet south of Fairoaks Road.
	B. Glenbrook Drive	
		1. On Glenbrook Drive, west of MacArthur, both sides and median
	C. Valpico	
		1. Valpico Road - South side from MacArthur west to end of soundwall. [Glen Briar Estates]
		2. South side from Pebblebrook Drive west to end of soundwall (approx. 600') (Pebblebrook Estates).
II. Subdivision	**A. Glenbriar Drive**	
		1. Glenbriar Dr. from Valpico south to Glenbriar Cir., both sides, including median.
	B. Glenbrook	**1.** From Glenbrook and MacArthur intersection to 151' west on Glenbrook, maintain north and south sides.
	C. Pebblebrook	
		1. Cul-de-sac at Pebblebrook Court.
		2. Entry way at Pebblebrook Drive including median.

CITY OF TRACY
AMENDMENT NO. 8 TO
AGREEMENT FOR UNDER-FUNDED ZONES LANDSCAPE MAINTENANCE

This Amendment No. 8 (hereinafter "Amendment") is over the remaining term of the contract, and is made and entered into by and between the City of Tracy, a municipal corporation (hereinafter "CITY"), and Sycamore Landscaping Corporation (hereinafter "CONTRACTOR").

RECITALS

A. CITY and CONTRACTOR entered into a Contract Agreement (Agreement) to conduct Landscape Maintenance in Eight Zones for the CITY which was signed by the Mayor on February 17, 2004, as authorized by Resolution 2004-074.

B. CITY and CONTRACTOR amended (#1) the Agreement on February 1, 2005 to add new areas in Zone 21 and was authorized by Resolution 2005-045.

C. CITY and CONTRACTOR amended (#2) the Agreement on May 3, to add new areas in Zones 8, 10 and 21 and was authorized by Resolution 2005-112.

D. CITY and CONTRACTOR amended (#3) the Agreement on February 21, 2007 to add new areas in Zones 7 and 9 and was authorized by Resolution 2007-057.

E. CITY and CONTRACTOR amended (#4) the Agreement on May 11, 2007 to extend Agreement for an additional two years, and modify maintenance specifications and rates for new areas.

F. CITY and CONTRACTOR amended (#5) the Agreement to remove Zone 17 and was authorized by Resolution #2007-212.

G. CITY and CONTRACTOR amended (#6) the Agreement to grant oversight to the Public Works Department, extend the term of the Agreement, reduce areas of maintenance, and modify terms of payment. This Amendment was authorized by Resolution #2009-167.

H. CITY and CONTRACTOR amended (#7) the Agreement to add Zone 40 to maintenance service area and to adjust the service rate for fertilization services. This Amendment was authorized by the Public Works Director.

I. CITY wishes again to amend the Agreement to add Zones 3, 15, and 18 which will be removed from the Agreement for Fully-funded Zones.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement and prior Amendments, unless specifically modified by this Amendment. All terms and conditions set forth in the

Agreement and prior Amendments which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Compensation.** Compensation shall be based upon, and not exceed, the costs for the added areas as shown on Exhibit A. Rates will be adjusted in each new Fiscal Year by an inflationary adjustment per Specifications and Contract Documents for "2004-2007 Landscape Maintenance" in Subsection (m) on page 5 of Division.

3. **Scope of Services.** The Scope of Services will include the landscape services and authorized Bid Additives established in the Agreement and subsequent Amendments. See Exhibit A. Services will be performed in areas noted in Exhibit "B".

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

5. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.

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

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

CITY OF TRACY	CONTRACTOR
By: _____	By: _____
Brent Ives	Holley Giessman
Title: Mayor	Title: Secretary
Date: _____	Date: 7/18/12
Attest:	Fed. Employer I.D. No.: 68-0344233
By: _____	By: _____
Sandra Edwards	Scott Giessman
Title: City Clerk	Title: Financial Officer

Approved as to Form:

By: _____
Daniel Sodergren
Title: City Attorney

Date: _____

Exhibit "A"
CITY OF TRACY
AMENDMENT NO. 8 TO AGREEMENT
FOR UNDER-FUNDED ZONES
LANDSCAPE MAINTENANCE

Exhibit "A"	Total Cost Summary			
	Zone 3	Zone 15	Zone 18	Total
Turf	$26,105.57	$28,554.79	$7,437.03	$62,097.39
Shrubs	$7,895.79	$7,199.13	$1,983.68	$17,078.60
Median	$447.76	$69.72	$19.76	$537.25
Fertilizer 1 x (Oct) (Subject to authorization by City LMD Superintendent. Billing to occur after service is performed.)	$3,492.86	$2,826.95	$819.56	$7,139.38
Aeration 1/yr (Subject to authorization by City LMD Superintendent. Billing to occur after service is performed.)	$3,435.17	$3,639.60	$1,071.56	$8,146.33
Level 2 Weed (Broad Leaf) Control	$1,440.91	$1,399.87	$315.69	$3,156.47
Weed Abatement	$9,863.98	$7,999.36	$2,250.90	$20,114.24
Total	$52,682.04	$51,689.43	$13,898.18	**$118,269.65**

CITY OF TRACY
AMENDMENT NO. 8 TO AGREEMENT
FOR UNDER-FUNDED ZONES
LANDSCAPE MAINTENANCE

Exhibit "A"

Table I-A

Rates for these areas are based upon Under-Funded Agreement, Amendment 4 (pertaining to new areas added to LMD after Fiscal Year 2006-2007)	Fiscal Year 2012-2013		Zone 3 (Previously added to Amendment 9 Fully-Funded Agmt.)				
	SF Cost/Mo.	SF Cost/Year	Sekhon Retail SF	Thrasher Park SF	Tracy Medical Park SF	Total SF	Annual Cost
Turf	$0.0091	$0.1086	1,628	44,229	28,232	74,089	$8,046.42
SH	$0.0011	$0.0136	0	4,393	2,206	6,599	$89.59
Median	$0.0020	$0.0240	0	0	0	0	$0.00
Fertilizer 1 x (Oct)		$0.0037	1,628	48,622	30,438	80,688	$300.57
Aeration 1/yr		$0.0081	1,628	44,229	28,232	74,089	$603.48
Broad Leaf 1/yr	$0.0006	$0.0068	1,628	48,622	30,438	80,688	$547.69
Weed Abatement	$0.0012	$0.0143	1,628	48,622	30,438	80,688	$1,152.25
							$10,740.00

Table I-B

Rates for these areas are based upon Under-Funded Agreement, Amendment 4 (pertaining to new areas added to LMD after Fiscal Year 2006-2007)	Fiscal Year 2012-2013		Zone 15 (Previously Added to Amendment 8 Fully-Funded Agmt.)		Zone 18 (Previously Added to Amendment 9 Fully-funded Agmt.)		Zone 3 (Table I-A); Zones 15, 18 (Table I-B)
	SF Cost/Mo.	SF Cost/Year	Schwartz Park SF	Annual Cost	Glen Briar Estates, Unit 13 SF	Annual Cost	Total Annual Cost
Turf	$0.0091	$0.1086	94,307	$ 10,242.20	10,645	$ 1,156.10	$19,444.72
SH	$0.0011	$0.0136	14,585	$ 198.00	5,303	$ 71.99	$359.58
Median	$0.0020	$0.0240	0	$ -	0	$ -	$0.00
Fertilizer 1 x (Oct)	$0.0000	$0.0037	108,892	$ 405.63	15,948	$ 59.41	$765.60
Aeration 1/yr	$0.0000	$0.0081	94,307	$ 768.16	10,645	$ 86.71	$1,458.35
Broad Leaf 1/yr	$0.0006	$0.0068	108,892	$ 739.14	15,948	$ 108.25	$1,395.08
Weed Abatement	$0.0012	$0.0143	108,892	$ 1,555.02	15,948	$ 227.74	$2,935.01
				$ 13,908.14		$ 1,710.20	**$26,358.34**

Table II

Based on Under-funded Agreement Original Rates Inflated-to-Date (for areas in LMD during original bid and before Fiscal Year 2006-2007)	Fiscal Year 2012-2013								
	Zone 3				Zone 15		Zone 18		Total Annual Cost
	Cost per Month	Cost per Year	Square Ft.	Annual Cost	Square Ft.	Annual Cost	Square Ft.	Annual Cost	
Turf	$0.0040	$0.0478	378,151	$ 18,059.15	383,458	$ 18,312.59	131,520	$ 6,280.93	$42,652.67
SH	$0.0024	$0.0284	274,744	$ 7,806.20	246,409	$ 7,001.13	67,283	$ 1,911.69	$16,719.02
Median	$0.0002	$0.0020	223,389	$ 447.76	34,786	$ 69.72	9,860	$ 19.76	$537.25
Non-Landscape	$0.0000	$0.0000	22,221	$ -	0	$ -	0	$ -	$0.00
Fertilizer 1 x (Oct) (Subject to authorization by City LMD Superintendent. Billing to occur after service is performed.)		$0.0036	876,284	$ 3,192.29	664,653	$ 2,421.32	208,663	$ 760.16	$6,373.78
Aeration 1/yr (Subject to authorization by City LMD Superintendent. Billing to occur after service is performed.)		$0.0075	378,151	$ 2,831.69	383,458	$ 2,871.43	131,520	$ 984.86	$6,687.98
Broad Leaf 1x		$0.0010	898,505	$ 893.21	664,653	$ 660.74	208,663	$ 207.43	$1,761.38
Weed Abatement	$0.0008	$0.0097	898,505	$ 8,711.73	664,653	$ 6,444.34	208,663	$ 2,023.16	$17,179.23
								Total	**$91,911.31**

Exhibit "B"

Zone 3 - Located in the northwest section of Tracy. It is bordered on the north by I-205, on the south by Byron Road, on the west at the point where Byron Intersects with I-205; and extends east of Corral Hollow where it becomes non-contiguous as non-LMD properties separate the Northen most area of the Zone, north of Grantline, from the southern most area of the Zone, south of Lowell Avenue and north of Byron Road. Map of precise location is on File with the Public Works Department.

Zone 3	Corral Hollow/Byron/I205 Triangle
I. Arterial Landscaping	
A. Bikepath Adjacent to Channelway	
	1. Lowell Avenue, south to Vivian between curb and bikepath
B. Corral Hollow Road	
	1. West side adjacent to Foothill Ranch Estates, Buena Vista Estates, Sterling Estates, and Pheasant Run.
	2. East side from RR tracks to SE corner of Corral Hollow and Lowell Avenue
	3. From SE corner of Corral Hollow and Grantline Road, east side of Corral Hollow, southward to end of commercial property line of APN 232-020-54
	4. Median Island north of Byron Road to Grantline Road, exluding 32,872.22 SF of median from north side of Lowell Avenue to south property line of APN 232-020-54
C. Grant Line Road	
	1. North side approximately 1100+/- linear feet east of Lincoln to Corral Hollow Road.
	2. South side along soundwall at Summergate.
	3. Median island from Corral Hollow west of Orchard Parkway.
	4. South side from Pombo Parkway, west to end of 2180 Grantline Road (Klemm Building)
	5. South side, 113' east of Joe Pombo Parkway. Turf north of sidewalk to curb, 295' east of Joe Pombo Parkway ending @ driveway. Turf south of sidewalk, 112 ft. east of Joe Pombo Parkway to moban, ending 316 feet east of Joe Pombo Parkway at shopping center mow band, 25' from curb [Sekhon Retail Center]
D. Kavanagh Avenue	
	1. From Corral Hollow Rd. channel way to Golden Springs Dr. (south side) approx. 750+/- linear ft.
E. Lowell Avenue	
	1. From Corral Hollow to 440 feet west of Regency (both sides).
	2. North side of soundwall approximately 460 feet (Bridle Creek).
	3. North side between curb & sidewalk, from Henley Parkway to the west end.
	4. South side of soundwall from Henley Parkway to west end of Heartland Subdivision, approximately 180 feet.

		5. Median strip from Corral Hollow eastward, ending at point adjacent to east property line of parcel 232-380-04.
		6. South side from Corral Hollow east to Promenade Circle
		7. North side between soundwall and curb from Bridle Creek to Joe Pombo Parkway.
		8. South side from east end of subdivision to end of soundwall/Joe Pombo.
		9. South side from Joe Pombo to Blanford Lane.
		10. South side from Promenade east to end of soundwall.
		11. North side from Henley Parkway, west to end of soundwall.
Zone 3		Corral Hollow/Byron/I205 Triangle
	F. Orchard Parkway	
		1. East side from Lowell Avenue to approximately 100 feet north of Joseph Damon Drive.
		2. median Island from Hillcrest north to Joseph Damon Drive.
		3. West side from Lowell Avenue north to approximately 500 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road to be weed free, between curb and fence line.
		4. West side landscape area between curb and fence line, approximately 500 feet south of Joseph Damon Drive.
		5. West side from Grantline Road south to Lowell Avenue
		6. Jenni Lane south to Lowell Avenue
		7. On Orchard Parkway from Joseph Damon 484ft north to Grantline, 4ft from street to side walk to 122 ft from Joseph Damon along sound wall. On Grantline from Orchard Pkwy. to Corral Hollow 811 ft. On Corral Hollow, from Grantline south to Alegre 561ft. [Tracy Medical Building]
	G. Tracy Blvd.	
		1. Median strip in front of Arnaudo Plaza Shopping Center.
	H. Henley Pkwy	
		1. East side between soundwall and curb, from Lowell Ave. to Bridle Creek Drive.
		2. West side from Lowell Ave north to end of Soundwall (North of Giovanni).
II. Subdivision Landscaping		
	A. Arnaudo Village	
		1. Entryways at Lincoln and Grant Line.
	B. Blossom Valley	
		1. Entryways at Travao Lane and Grant Line, which includes median.
	C. Blanford Lane	
		1. Blandford Lane — East side from Lowell Drive to Ferndown Lane.

D. Foothill Ranch Estates

1. Entryway at Foothill Ranch Drive and Corral Hollow Road and median Island.

E. Woodfield Estates

1. Entryway at Fieldview which includes the north and south side soundwall and median strip entire length of Fieldview.
2. Entryway at Promenade Circle which includes west side of soundwall and median Island and east side.

F. Sterling Estates

1. Alegre - north side (approximately 370 feet X 5 feet) and median Island.

G. Pheasant Run

1. Entryway at Corral Hollow and Fieldview (approximately 150 feet) and median.
2. Annie Court adjacent to Fieldview including south side of soundwall.

H. Bridle Creek

1. Entryway at Lowell Avenue and Bridle Creek Circle (approximately 70 feet x 5 feet) and median Island on Bridle Creek.
2. Entryway at Bridle Creek and Joe Pombo Parkway.

I. Heartland

1. Entryways at Lowell Avenue and Oxford Way (approx. 80 feet x 5 feet) and median Island on Oxford Way.
2. Entryway at Hampshire Lane including median strip.

J. Laurelbrook

1. Entryway at Laurelbrook Drive and Southbrook Lane including median strip.

K. Foothill Vista

1. Entryway at Hillcrest Drive between Orchard Parkway and Isabel Virginia.

L. Countryside

1. Giovanni Lane, both sides, including median, from Henley Parkway west to Rochester Street.

III. Park Maintenance

A. Arnaudo Village

1. Slayter Mini Park located on Suellen Drive - 21,780 square feet.

B. Buena Vista Estates

1. Kelly Mini Park located at Tammi Court and Kelly Street - 21,780 square feet.

C. Foothill Ranch Estates

1. New Harmon Mini Park located on Hillcrest Drive - 21,780 square feet.

D. Laurelbrook

	1. Dr. Ralph Allen Mini Park located at Veranda Court and Dorset Lane.
E. Sterling Estates	
	1. Pombo Family Park located on Joseph Damon and Mary Alice Court.
F. Park Atherton	
	1. Eagan Park located on Oxford Lane and Lowell Avenue
G. Meadwood (Thrasher Park)	**1.** Thrasher Park loactaed at 1620 Mankuelian Lane
	2. From southeast intersection of Lowell Avenue and Joseph Menusa, south side of Lowell Avenue, to 194' east o fJoseph Menusa; west side of Joseph menusa 338' soutward of Lowell/Joseph Menusa intersection
H. Pheasant Run	
	1. Mcray Family Park loacated at 2125 Fieldview Drive
I. Souza Family North Park	**1.** On Thelma Loop
IV. Weed Abatement in Non-Landscaped Areas	
A. Corral Hollow	
	1. West side, south of Grant Line Road to existing landscape 10 feet behind curb.
	2. West side, north of Grant Line Road, 10 feet from face of curb, 2460 linear feet.
B. Grant Line	
	1. West of Corral Hollow, north and south side, 10 feet behind curb to I-205.
C. Orchard Parkway	
	1. West side, from Lowell Avenue to 200 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road between fence and curb.
	2. Orchard Parkway median from Lowell Avenue to Hillcrest and from Joseph Damon Drive to Grant Line Road.
	3. Orchard Parkway, east side, from soundwall to Grant Line Road 10 feet behind curb.
D. Pombo Parkway	
	1. East side from end of landscaping north to soundwall.

Zone 15 - Located in the southwest section of Tracy bordered by Tracy Blvd., Linne Road, and Corral Hollow.

Zone 15 (Edgewood)		
I. Arterial Landscaping		
	A. Tracy Blvd.	
		1. West side from approx. 700' north of Whispering Wind Lane south to end of soundwall (City property Line).
	B. Corral Hollow	
		1. East side from North of Peony Drive, South to UPRR.
		2. East side of Corral Hollow 771 feet south to Starflower Drive.
		3. East side of Corral Hollow from Starflower South to Kagehiro.
		4. Median Corral Hollow from Starflower South to Kagehiro
II. Subdivision Landscaping		
	A. Edgewood VI	
		1. Entryway at Peony Drive, both sides, including median strip from Corral Hollow, East to Maison Court.
		2. Entryway at Middlefield Drive, both sides, including median strip from Corral Hollow, East to Whispering Wind Drive.
	B. Whispering Wind	
		1. Both sides including median from Tracy Blvd. west to English Oak Lane.
	C. Applebrook Lane	
		1. East and west sides including median from Whispering Wind south approx. 75 feet.
	D. English Oak Lane	
		1. East side from Whispering Wind north approx. 80 feet.
	E. Windsong Drive	
		1. Both sides including median from Tracy Blvd. west approx. 370 feet.
	F. Starflower Drive	**1.** Starflower Drive south side 306 feet to Lotus Way.
		2. North side of Starflower from Corral Hollow east to Lotus Way
	G. Kagehiro	**1.** South side of Kagehiro from Lotus to Corral Hollow.
III. Park Maintenance		
	A. Edgewood	
		1. Cose Park located at 1780 Whirlaway Lane
	B. William Adams Park	
		1. William Adams Park - located on Edgewood Terrace Drive.
	C. Schwartz Park	
		1. Schwartz Park in Edgewood Sub Division.

Zone 18 — (Glenbriar Estates) is bounded on the north by Valpico Road, on the east by MacArthur, and on the south by Linne Road

Zone 18		(Glenbriar Estates)
I. Existing Arterial Landscaping		
	A. MacArthur Drive	
		1. From MacArthur and Glenn Brook Drive Intersection, maintain 237' south of Glenbrook Dr.; west side of MacArthur to N. of Glenbrook Drive
		2. West side from Valpico south to end of landscape, approximately 290 feet south of Fairoaks Road.
	B. Glenbrook Drive	
		1. On Glenbrook Drive, west of MacArthur, both sides and median
	C. Valpico	
		1. Valpico Road - South side from MacArthur west to end of soundwall. [Glen Briar Estates]
		2. South side from Pebblebrook Drive west to end of soundwall (approx. 600') (Pebblebrook Estates).
II. Subdivision	**A. Glenbriar Drive**	
		1. Glenbriar Dr. from Valpico south to Glenbriar Cir., both sides, including median.
	B. Glenbrook	**1.** From Glenbrook and MacArthur intersection to 151' west on Glenbrook, maintain north and south sides.
	C. Pebblebrook	
		1. Cul-de-sac at Pebblebrook Court.
		2. Entry way at Pebblebrook Drive including median.

RESOLUTION _____

AUTHORIZING AMENDMENTS NO. 12 and 8 TO THE LANDSCAPE MAINTENANCE AGREEMENTS FOR THE LANDSCAPE MAINTENANCE DISTRICT FULLY-FUNDED AND UNDER-FUNDED ZONES, BETWEEN SYCAMORE LANDSCAPING CORPORATION AND THE CITY OF TRACY

WHEREAS, On February 17, 2004, by Resolution 2004-063, the City Council authorized Agreements with Sycamore Landscaping Corporation for maintenance service within the Landscape Maintenance District, and

WHEREAS, The bidders' document establishes the procedure for the Contractor to perform maintenance of new landscape areas as needed, and

WHEREAS, Amendments to the contracts that increase spending over the existing expenditure limits must be brought to City Council for authorization, and

WHEREAS, The grounds maintenance services for Zones 3, 15, and 18 are within the means of each Zone under the landscape maintenance Agreement for Under-funded Zones, and

WHEREAS, The grounds maintenance services for Zones 3, 15, and 18 are no longer within the means of each Zone under the landscape maintenance Agreement for Fully-funded Zones, and

WHEREAS, Given funding constraints, maintenance services for more Zone amenities can be optimized for Zones 3, 15, and 18 by servicing grounds maintenance under the Sycamore Agreement for Under-funded Zones;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves Amendments 12 and 8 to the Landscape Maintenance for the Landscape Maintenance District Fully-funded Zones and Under-funded Zones; and authorizes the Mayor to execute the Amendments.

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

August 7, 2012

AGENDA ITEM 3

REQUEST

APPROVAL OF PROPERTY DEVELOPMENT AND LEASE AGREEMENTS WITH TRACY LITTLE LEAGUE; TRACY BABE RUTH; AND TRACY FUTBOL CLUB FOR CONSTRUCTION AND MAINTENANCE OF SPORTS FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENTS

EXECUTIVE SUMMARY

On March 1, 2011 the City Council approved Memorandum of Understandings with Tracy Little League, Tracy Babe Ruth, Tracy Youth Soccer League and Tracy Futbol Club for the purpose of indicating commitment of all parties to negotiate a property development and lease agreement for construction of fields and ongoing maintenance and operations of fields. The MOU also outlined the basic parameters of a future Property Development and Lease Agreement. Since that date, staff and the local youth sports leagues have met and three of the four leagues have signed the Property Development and Lease Agreements for City Council consideration. Staff recommends that the City Council approve three Property Development and Lease Agreements with Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club.

DISCUSSION

The City has completed a master plan for the Holly Sugar Sports Complex (Sports Complex) layout, environmental work, improvement plans, specifications and construction documents for Phase 1 on approximately 70.2 acres of the 166-acre site. The City has also begun certain infrastructure improvements for Phase 1 which would allow eligible sports organizations to proceed with facility improvements to their individual areas. The Sports Complex first phase includes a total of 12 baseball fields, 8 soccer fields and four parking lots to accommodate facility users.

On March 1, 2011 the City Council approved Memoranda of Understanding with Tracy Little League, Tracy Babe Ruth, Tracy Youth Soccer League and Tracy Futbol Club for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement (Agreement) for construction of fields and ongoing maintenance and operations of fields. At this time agreements have been signed by Tracy Little League, Tracy Babe Ruth and Tracy Futbol Club. Tracy Youth Soccer League has not yet signed their agreement.

The Agreements are very similar to one another and the following is a summary of the Agreements being presented to City Council for consideration:

- **Leased Area:**
  - Tracy Little League: 20.32 acres
  - Tracy Babe Ruth: 14.65 acres
  - Tracy Futbol Club: 9.55 acres

- **Term:** Commences on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and continues for a period of approximately fifteen years ending December 31, 2027. At the end of the lease term, upon the League's request and satisfactory fulfillment of all terms of the lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.

- **Lease Payment:** A fixed rate, annual lump sum of $150.00 annually times the number of acres. Starting in the fifth year and annually thereafter, the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor. The initial payment for each league will be:

    - Tracy Little League: 20.32 acres= $3,048.00
    - Tracy Babe Ruth: 14.65 acres= $2,197.50
    - Tracy Futbol Club: 9.55 acres= $1,432.50

    Total Annual Rent = $6,678

- **Use:** Exclusively for the purposes of conducting youth sports practices, games and tournaments, all at the League's own cost and expense.

- **Rentals:**
    - <u>Tracy youth sports organizations</u>: Leagues shall make their fields available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D of each Agreement.

    - <u>Use by other youth sports organizations.</u> Leagues may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. Leagues need not obtain prior written permission by City, and may charge a fee for the rental, all at the Leagues sole discretion.

    - <u>Fees</u>. The leagues are authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not associated with viewing the game shall be allowed to pass without any fee. Leagues may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.

- **Naming rights:** Each league shall have the right to temporarily name its Facility Improvements located within its Property during the term of this Agreement, and to collect any naming right fees associated with the naming of Facilities. The City

reserves the right to name the Sports Complex (as a whole) including collecting any naming right fees associated with the naming of the Sports Complex.

- **City Use:** The City will be able to use the Property a maximum of up to 10 full days each year provided that City requests the use on or before December 15th of the year prior to the City's intended use, and when the use does not unduly interfere with the league's planned activities. City may request the use after December 15th and leagues will allow this if the requested days are available.

- **Utilities:** Leagues are responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.

- **Taxes:** Leagues will pay any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property.

- **Timetable**: It is anticipated that Leagues will complete the development of the Facility Improvements in phases. All sports fields in the leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure Improvements. Leagues will substantially complete fields and related facilities within the term of the agreement (approximately fifteen years).

- **Phased Development Plan:** A Phased Development Plan will be submitted to the City by October 1, 2012 that outlines how and when each League intends to complete the improvements. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.

- **Maintenance:** City shall maintain: the Infrastructure Improvements such as internal roads, parking areas and all landscape areas associated with them; utilities to the stubbed area; retention areas; and open spaces outside the Leagues' Property. Leagues shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C of the Agreements.

- **Temporary facilities:** Leagues will be able to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions).

- **Concessions:** Leagues will be able to sell concession items on the Property during events, subject to applicable laws and regulations. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.

- **Licenses and permits:** Leagues shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)

- **Right of First Refusal:** Tracy Babe Ruth shall have the first right of refusal to enter into a separate lease agreement for property adjacent to their respective property if City is interested in leasing the other property and if the league has completed construction on its initial five-field complex within the parameters of Section 7.2 (Timetable) of the agreement.

Staff anticipates that the City-built infrastructure improvements will be completed and accepted by City Council in January 2013.

STRATEGIC PLAN

This agenda item supports the Livability strategic plan and specifically implements the following goal and objectives:

Goal 2: A city with enticing arts, entertainment, and recreation

Objective 2: Increase the number of entertaining, cultural, educational, and recreational activities.

FISCAL IMPACT

The total estimated costs of this project is $11,728,229 which includes Construction cost, Design Cost (Consultant) Including utility permits, EIR Cost, Design Cost City staff , Design support during construction, Construction Management, COG Habitat Fee and City-wide Project management charges.

There is an impact to the General Fund for this item. It is estimated that the additional cost for maintenance and operations of the City's area of responsibilities will be approximately $10,000 for the remainder of FY 2012/2013. The final estimate will be brought to City Council for a supplemental appropriation to the FY 2012/2013 Public Works budget. It is estimated that the annual operating costs for future years will be approximately $20,000. The total rent amount from all three leagues in the amount of $6,678 will be credited to the Waste Water Treatment Fund, which is more than the fund currently receives in agricultural lease revenue for the property.

RECOMMENDATION

Staff recommends that City Council by separate resolutions:

1. Approve a Property Development and Lease Agreement with Tracy Little League (Attachment A) relating to the lease of property within the complex and construction of sports fields and related amenities; and
2. Approve a Property Development and Lease Agreement with Tracy Babe Ruth (Attachment B) relating to the lease of property within the complex and construction of sports fields and related amenities; and
4. Approve a Property Development and Lease Agreement with Tracy Futbol Club (Attachment C) relating to the lease of property within the complex and construction of sports fields and related amenities; and authorize the Mayor to execute the Agreements.

Prepared by: Rod Buchanan, Director of Parks and Community Services

Reviewed by: Kevin Tobeck, Public Works Director
Andrew Malik, Director of Development Services
Kul Sharma, City Engineer
Don Scholl, Public Works Superintendent

Approved by: R. Leon Churchill, Jr., City Manager

Attachments:

Attachment A: Property Development and Lease Agreement with Tracy Little League
Attachment B: Property Development and Lease Agreement with Tracy Babe Ruth
Attachment C: Property Development and Lease Agreement with Tracy Futbol Club

PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Little League

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PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Little League

This Property Development and LEASE AGREEMENT ("Agreement") is entered into on _____, 2012 between the City OF TRACY, a municipal corporation ("City"), and Tracy Little League, a California non-profit corporation formed as a youth sports organization ("TLL").

RECITALS

A. City owns approximately 166 acres of land located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex ("Sports Complex"), designated for development as a youth sports complex. Assessor's Parcel Number 212-15-0001. The Sports Complex property is currently located in and subject to the jurisdiction of San Joaquin County, and the City intends to annex this property into the City in the future. (See Exhibit A.)

B. TLL is a California non-profit corporation, formed as a youth sports organization, whose membership includes various youth and their families within the Tracy area.

C. The City has completed a master plan for the sports complex layout, including environmental work. City has also completed improvement plans, specifications and construction documents for Phase 1 of the Sports Complex on approximately 70.2 acres (of the 166-acre site). It is the City's intention to undertake certain Infrastructure Improvements for Phase 1 which would allow eligible sports organizations to proceed with Facility Improvements to their individual areas.

D. City desires to lease portions of the Sports Complex property to TLL, and TLL desires to lease the property from City for the purpose of developing, maintaining and operating youth sports fields to meet local needs. The portions of the Sports Complex property which are subject to this Agreement total 20.32 acres and are shown on the diagram and legal description attached as Exhibit B (the Property).

E. City currently does not have funds available to develop the planned fields on the Property and through negotiations with TLL has come to an agreement for TLL to develop the planned fields on the described property to benefit TLL's members, the City and its residents.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **DEFINITIONS.** In this Agreement:

"Facility Improvements" means those improvements to be installed and maintained by TLL on the Property, including: the buildings and fixtures, and the improvements to the fields on the Property. These are shown on the Holly Sugar Sports Complex construction plans and specifications, previously provided to TLL for review and comment. (TLL's maintenance responsibility does not include any City-installed

Infrastructure Improvements located on the Property unless by amendment to this agreement.)

"Infrastructure Improvements" means those improvements to be installed and maintained by the City for Phase 1 of the Sports Complex development as shown on the Holly Sugar Sports Complex construction plans and specifications, (and previously provided to TLL for review and comments), including: widening Tracy Boulevard; mass grading; paved internal roadways; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open areas. (Note: TLL's maintenance responsibilities include maintenance of any Infrastructure Improvements located on the Property. See Section 8 and Exhibit C.)

"Maintenance Standards" means the maintenance standards applicable to TLL's Property, as set forth in Exhibit C. (See also Section 8.)

"Phase 1" means the first phase of development of the Sports Complex, to include approximately 70.2 acres on the easterly portion of the Sports Complex, adjacent to Tracy Boulevard, as shown on the Holly Sugar Site Diagram at Exhibit A.

"Phased Development Plan" means TLL's Phased Development Plan which will be submitted to the City by October 1, 2012. TLL intends to complete the improvements in phased development as long as each phase is independent of other phases and complies with all safety regulations. The plan will include the phasing elements and timeline in order to meet the construction timeline requirements in Section 7.2. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.

"Property" means the 20.32-acre site which is the subject of this Agreement, for Facility Improvement development and use by TLL, as shown in the diagram and legal description attached as Exhibit B.

"Sports Complex" means the approximately 166 acre site located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex and designated for development as a youth sports complex. (Assessor's Parcel Number 212-15-0001.) (See Exhibit A.)

2. **TERM.** The term of this Agreement will commence on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and will continue for a period of approximately fifteen years ending December 31, 2027 unless otherwise terminated by either party in advance as specified in Section 14. At the end of this lease term, upon TLL's request and satisfactory fulfillment of all terms of this lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.

3. **LEASE PAYMENT.** TLL agrees to pay City a fixed rate, annual lump sum of $3,048 as rent for the Property ($150.00 annually times 20.32 acres), with annual payment beginning the first of the following month after the City issues its notice of completion for the Infrastructure Improvements. Payment must be made within 15 days of said date.

Starting in the fifth year of TLL making lease payments and annually thereafter, the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor.

At no time will the lease amount be decreased by a CPI adjustment. In the event there is a decrease in the CPI, the lease amount for the year in question shall be the same as the Rent for the preceding year.

Payment shall be sent to:
Finance Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

4. **PROPERTY:** City leases to TLL, and TLL leases from City, the Property identified in Exhibit B.

5. **USE.** TLL agrees to develop the Facility Improvements, maintain and operate the Property exclusively for the purposes of conducting youth sports practices, games and tournaments, all at TLL's own cost and expense. TLL shall, within the limitations set forth in this Agreement, determine the use schedule and fees of the Property, in an effort to meet community sport field needs.

5.1 Use. Use of the Property shall conform to all applicable rules and regulations governing the property, including, but not limited to, local building and fire codes. TLL shall provide restroom facilities, drinking fountains, trash cans (including trash collection) and all other required site amenities.

5.2 Rental of Property.

5.2.1 Use by Tracy youth sports organizations. TLL shall make the Property and Facility Improvements available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). The Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D.

5.2.2 Use by other youth sports organizations. TLL may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. TLL need not obtain prior written permission by City, and may charge a fee for the rental, all at TLL's sole discretion.

5.3 Fees. TLL is authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not

associated with viewing the game shall be allowed to pass without any fee. TLL may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.

5.4 Safety and security. TLL is responsible for safely securing the Property, Facility Improvements and all personal property and associated equipment, and for safely storing all chemicals and other hazardous materials in accordance with Federal, State and local laws. TLL is responsible for monitoring use of the Property.

5.5 Trash. TLL shall keep the Property free and clear of all rubbish, trash and other debris or weed growth generally considered to be foul, noxious or objectionable to facility attendees or the City.

5.6 Temporary facilities. TLL has the right to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions) upon prior written approval of the City Public Works Director, until permanent facilities are provided by TLL.

5.7 Naming rights. TLL shall have the right to temporarily name its Facility Improvements located within the Property during the term of this Agreement, and to collect any naming right fees associated with such naming of Facilities. Any regulations pursuant to signage shall apply. Signage must comply with the Sports Complex construction specifications and with the City's zoning ordinance. The City reserves the right to name the Sports Complex including collecting any naming right fees associated with such naming of Sports Complex.

5.8 Concessions. TLL shall have the right to sell concession items on the Property during events, subject to applicable laws and regulations. Such items shall be limited to standard food and drink products and souvenir items generally associated with sporting events. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.

5.9 City use. TLL agrees to permit the City to utilize the Property a maximum of up to 10 full days each year provided that City requests such use on or before December 15th of the year prior to the City's intended use, and when such use does not unduly interfere with TLL's planned activities. City may request the use after December 15th and TLL will allow this if the requested days are available. Such uses include City run tournaments and special events. TLL will maintain the fields in an acceptable manner for such use. The City will prepare any fields and will also clean up the area after City use. City will be allowed to use any permanent used restrooms. TLL will provide clean and stocked restrooms and City will restock and clean after City use. The use of the Property does not include any concession stand, maintenance shed or equipment.

5.10 Maintain non-profit status. TLL shall maintain its status as a non-profit entity in good standing with the California Secretary of State.

6. CITY RESPONSIBILITIES.

6.1 Development.

6.1.1 Construction Plans. City shall prepare the Holly Sugar Sports Complex construction plans and specifications, which shall guide/govern the development of the Property and the Sports Complex.

6.1.2 Infrastructure Improvements. City shall, at its own cost, develop the Infrastructure Improvements for Phase 1 of the Sports Complex as identified in the Holly Sugar Sports Complex construction plans and specifications. Such development shall include but is not limited to: widening Tracy Boulevard; mass grading; paved internal roadways and associated landscape areas; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open spaces as identified in the plans.

6.1.3 Scheduling. The Infrastructure Improvements are schedule to be completed by end of 2012.

6.2 Maintenance. City shall, at its own cost, maintain the Infrastructure Improvements (internal roads, parking areas and all landscape areas associated therewith, utilities to the stubbed area, retention areas and open spaces) which are outside the Property, unless by amendment to this agreement.

6.3 Utilities. City shall provide irrigation water for the Property.

7. TLL'S DEVELOPMENT RESPONSIBILITIES.

In this Agreement, "Facility Improvements" means the buildings and fixtures installed on the Property, and the improvements to the fields on the Property. (See Section 1.) These are shown on the Holly Sugar Sports Complex construction plans and specifications.

TLL agrees to construct and install the Facility Improvements on the Property according to the schedule set forth at Section 7.2 and under the terms of this Section 7.

At the time of expiration or termination of this Agreement, all fixtures installed or additions and improvements made to the Property become City's property without compensation or payment to TLL, and City may require that TLL remove any Facility Improvement that the City deems necessary.

7.1 Construction/installation. TLL agrees to construct and install all the Facility Improvements on the Property per City provided specifications and plans, unless otherwise approved in writing by the City.

7.2 Timetable. It is anticipated that TLL shall complete the development of the Facility Improvements in phases. Each phase will be self-contained and meet all

code and safety requirements. The plans prepared by the City's Consultant only reflect the ultimate improvements without any phased work. The extent of work in each phase may depend upon the availability of league funds. All sports fields in TLL's leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure Improvements. TLL will construct fields and substantially complete related facilities adhering to City approved construction documents within the term of the agreement (approximately fifteen years). Failure to substantially conform to the timetable and the Phased Development Plan constitutes a breach of this Agreement.

7.3 Licenses and permits. TLL shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)

7.4 Construction requirements. TLL shall fulfill all State and local policies, rules and regulatory requirements pertaining to site construction, including by not limited to:

7.4.1 SWPPP. TLL shall provide to the City, both electronically and in hard copy, permit registration documents (PRDs) and project Notice of Intent (NOI) information sufficient to obtain a waste discharge identification number. TLL's contractor shall prepare a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) Order # 2009-0009-DWQ. Contractor shall have the SWPPP prepared by a Qualified SWPPP Developer (QSD), as defined in the CGP, according to the assessed Risk Level determined by the QSD, and shall fulfill all other requirements of the State Water Resources Control Board pursuant to waste water discharge. A Qualified Stormwater Practitioner (QSP) is required for Implementation and Maintenance of the SWPPP for compliance with the CGP. Therefore, TLL shall provide the name, address, contact number and qualifications of the QSP to the City prior to commencement of any construction activity.

7.4.2 San Joaquin Valley Air Pollution Control District Air Impact Assessment (AIA) Application. In accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510, City of Tracy has obtained the approval letter of Air Impact Assessment (AIA) application for the Holly Sugar Sports Complex Project from SJVAPCD during the development phase. Copy of the application and approval letter has been provided to TLL. TLL shall comply with the provisions of SJVAPCD Rule 9510 as outlined in the City application and approval letter during the construction of the sports fields. Failure to comply may result in notice of violation or fines to the City. After the construction phase is complete TLL will

complete its own application for ongoing operations which may incur some fees from SJVAPCD.

7.4.3 Construction insurance. TLL shall provide construction insurance when utilizing contractors, naming City as an additional insured.

7.4.4 Bond. TLL shall not act or fail to act in a manner resulting in any lien affecting the Property. TLL shall also provide to City a bond executed by a corporation authorized to issue surety bonds in the State of California in a sum equal to the amount of the construction contract, to protect the City against any type of prohibited lien (mechanic's, vendor's, laborer's, material supplier's or other similar lien arising from work, labor, services, equipment or materials supplied to Lessee). The bond shall protect the City against the amount of the lien; the claimant's costs of suit in the action, if he recovers; and the City's costs of defending any action related to the lien.

7.5 Public access. TLL shall allow public access to, from and across parking and concession areas.

8. TLL'S MAINTENANCE OF PROPERTY. From the Commencement Date of the Primary Term of this Agreement, TLL is responsible for the maintenance, repair and cleanup of the Property. TLL further agrees that:

8.1 Liable for damage. TLL shall be liable for any and all damage to the Property, unless caused exclusively and directly by City.

8.2 Standards for maintenance and operation. TLL shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C.

8.3 Maintenance of landscaping. TLL is responsible for the care and maintenance of any turf, trees, shrubs or other plants placed on the Property by either it or the City, in accordance with the Maintenance Standards in Exhibit C, except for any landscaping associated with the parking areas as set forth in paragraph 6.1.2.

9. UTILITIES. TLL is responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.

10. HOLD HARMLESS. TLL shall defend, indemnify, and hold City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of City.

11. INSURANCE. TLL shall procure and maintain, for the duration of the Agreement, liability insurance against claims for injuries to persons or damages to property which

may arise from or in connection with TLL's operation and use of the leased Property. The cost of such insurance shall be borne by TLL. (This requirement is in addition to the construction insurance and bond required by Sections 7.5.2 and 7.5.3.)

11.1 Coverage shall be at least as broad as:

General 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 TLL's use of the property.

Property insurance against all risks of loss to any tenant improvements or betterments.

11.2 TLL shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury or property damage.

Property Insurance: Full replacement cost with no coinsurance penalty provisions.

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 TLL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees or volunteers.

11.4 Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

11.5 Each insurance policy required under this Agreement shall list City as an additional insured.

11.6 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

11.7 TLL shall furnish City with original certificates and endorsements affecting coverage required under this 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 Agreement commences.

12. TAXES. TLL shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property. This provision constitutes written notice to TLL pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Agreement or as otherwise required by City.

13. ENTRY AND INSPECTION. City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements (c) to supply necessary services, (d) when City reasonably believes that the TLL has abandoned or surrendered the Property, (e) to inspect the Property for compliance with this Agreement, (f) pursuant to court order, or (g) for necessary tests or surveying. When entering the Property, City shall take care to minimize disruption to TLL's operations and the Facilities Improvements. City agrees to provide notification to TLL of any approved entries to Property that City has given to any third party.

14. TERMINATION; DEFAULT.

14.1 Termination. The City may terminate this Agreement for default by TLL. TLL may terminate this Agreement voluntarily by giving at least 120 days advance written notice to City.

14.2 Default. The occurrence of any of the following events shall constitute a default by TLL:

14.2.1 Failure to pay lease payment annually when due. (See Section 3.)

14.2.2 Failure to substantially complete the Phased Development Facilities Improvements in compliance with Section 7.2 and the Phased Development Plan.

14.2.3 Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after written notice is given by City to TLL. If the failure to perform cannot reasonably be cured within 30 days, TLL shall not be in default if TLL commences to cure the default within the 30 day period and diligently continues to cure the default.

14.3 Notice to cure. If TLL defaults on the payment of any installment or rent or of any amount owed to City, or defaults on the performance of any covenants or conditions of this Agreement, City may serve on TLL a 30-day notice in writing to cure the default or quit the Property. If TLL fails to do either, City may bring a statutory proceeding in unlawful detainer to regain possession of the Property.

15. MISCELLANEOUS.

15.1 Regulations. TLL's use of the Property shall comply with all Federal, State and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the Property.

15.2 Waiver. The waiver by either party of any provision or condition of this Agreement shall not be construed to be a waiver of any other provision or condition of this Agreement and shall not preclude the other party from demanding performance in accord with the other terms, nor shall any such waiver be construed to be permanent unless the waiver is in writing and signed by both City and TLL.

15.3 Force Majeure. Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor TLL 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, lockouts and any delay due to those causes and shall not be deemed a breach of or default in the performance of this Agreement.

15.4 Relationship Of Parties. The relationship between City and TLL shall always and only be that of lessor and lessee. TLL shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of TLL or its agents.

15.5 Severability. The unenforceability, invalidity, or illegality of any of provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

15.6 Recordation. Pursuant to Government Code § 37393, the Agreement shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

THIS SECTION INTENTIONALLY LEFT BLANK

15.7 Notices. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

City (Lessor)

City of Tracy
Attn: Director of Public Works
520 Tracy Boulevard
Tracy, CA 95376

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

Tracy Little League (Lessee)

Tracy Little League
Attn: President
PO. Box 104
Tracy, CA 953788

16. SIGNATURES.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

CITY OF TRACY	**Tracy Little League**
By: _____ Brent H. Ives, Mayor	By: Paul Zwickey * Paul Zwickey, President
Date: _____	Date: 7/19/2012
Authorized by City Council Resolution No. _____	*Notary Acknowledgement required
Attest: _____ City Clerk	
Approved as to form: _____ City Attorney	

Exhibits:

A Holly Sugar Sports Complex, Phase 1 (Agr. §1.)
B Description and Diagram of the Property, prepared by Verde (Recital §C; Agr. 1.)
C Maintenance Standards (Agr. §8.)
D Process for Use of Facilities by Other Tracy Youth Sports Programs (Agr. §5.10.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Joaquin

On 7/19/12 (Date) before me, Sharon K. Davis, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Paul Zwickey (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.

SHARON K. DAVIS
Commission # 1943769
Notary Public - California
San Joaquin County
My Comm. Expires Jul 11, 2015

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: Sharon K. Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Property Development & Lease Agreement - Tracy Little League

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

EXHIBIT A
(Agreement Section 1.)

Holly Sugar Site Diagram Phase 1

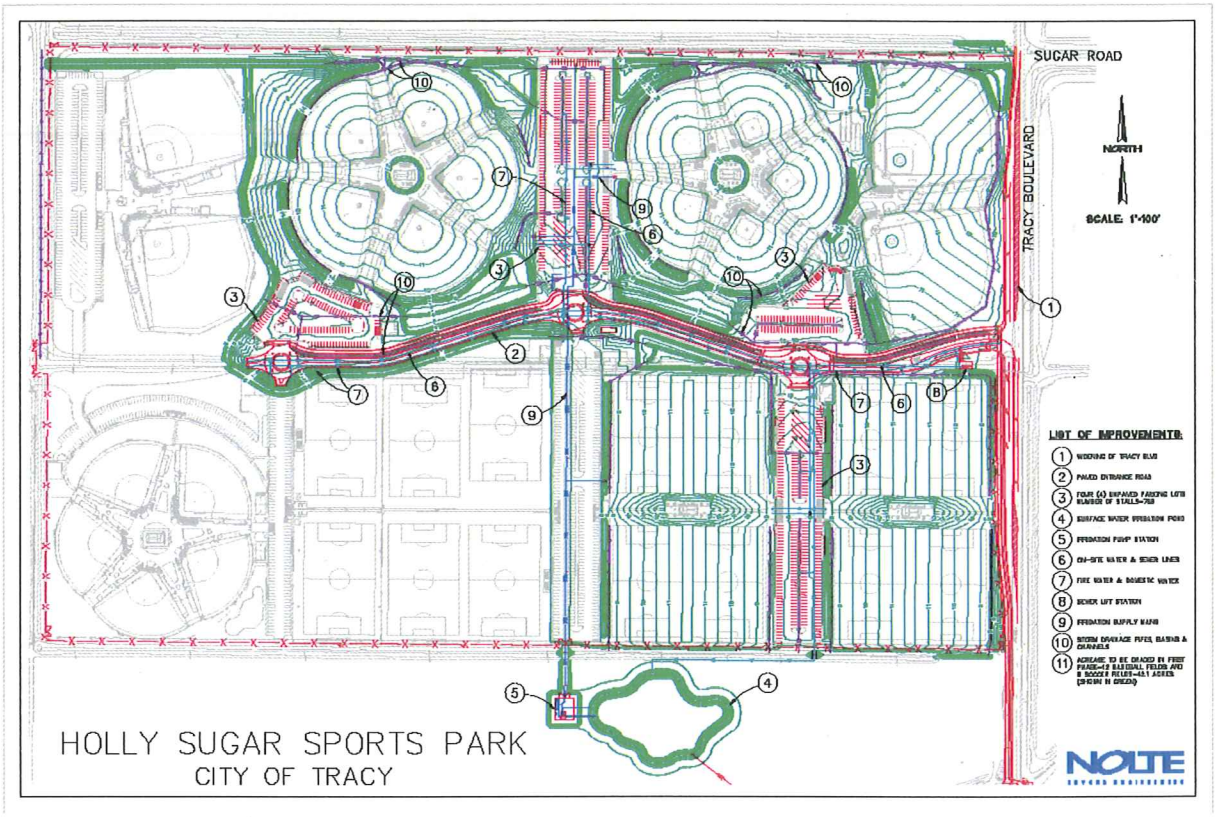

EXHIBIT "B" TO STAFF REPORT

DESCRIPTION AND DIAGRAM OF PROPERTY
(Agreement Section 1 and 4)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North 00°22'38" East for a distance of 2427.98 feet;

Thence leaving said centerline of Tracy Boulevard, North 89°37'22" West for a distance of 64.39 feet to the **POINT OF BEGINNING.**

Thence along the arc of a non-tangent curve, concave to the South, whose radial bears South 01°22'14" East, having a radius of 582.84 feet, through a central angle of 14°48'01" for a distance of 150.55 feet;

Thence South 74°07'01" West for a distance of 183.55 feet;

Thence along the arc of a non-tangent curve, concave to the North, whose radial bears North 15°53'25" West, having a radius of 311.36 feet, through a central angle of 11°23'35" for a distance of 61.91 feet;

Thence North 10°19'21" West for a distance of 31.72 feet;

Thence North 10°21'53" West for a distance of 209.84 feet;

Thence along the arc of a tangent curve, concave to the South, having a radius of 55.00 feet, through a central angle of 13°18'20" for a distance of 12.77 feet;

Thence South 79°38'07" West for a distance of 18.74 feet;

Thence along the arc of a non-tangent curve, concave to the Southwest, whose radial bears South 58°28'31" West, having a radius of 36.87 feet, through a central angle of 91°54'27" for a distance of 59.15 feet;

Thence North 45°22'21" West for a distance of 19.28 feet;

Thence South 44°37'39" West for a distance of 177.90 feet;

Thence North 89°28'54" West for a distance of 72.19 feet;

Thence South 00°31'06" West for a distance of 6.00 feet;

Thence along the arc of a non-tangent curve, concave to the Southeast, whose radial bears South 02°48'19" East, having a radius of 50.05 feet, through a central angle of 61°40'22" for a distance of 53.88 feet;

Thence South 18°27'12" West for a distance of 68.50 feet;

Thence North 71°32'48" West for a distance of 233.81 feet;

Thence along the arc of a tangent curve, concave to the Southwest, having a radius of 777.00 feet, through a central angle of 09°57'27 for a distance of 135.04 feet;

Thence along the arc of a reverse curve, having a radius of 164.00 feet, through a central angle of 06°19'52" for a distance of 18.12 feet;

Thence North 07°18'13" East for a distance of 5.75 feet

Thence along the arc of a non-tangent curve, concave to the Southwest, whose radial bears North 82°45'14" West, having a radius of 101.08 feet, through a central angle of 18°28'03" for a distance of 32.58 feet;

Thence along the arc of a non-tangent curve, concave to the Northeast, whose radial bears North 79°47'26" East, having a radius of 200.00 feet, through a central angle of 10°43'40" for a distance of 37.45 feet;

Thence North 00°31'06" West for a distance of 648.96 feet;

Thence South 89°28'54" East for a distance of 1180.73 feet;

Thence South 05°00'29" West for a distance of 150.06 feet;

Thence South 02°14'10" West for a distance of 84.47 feet;

Thence South 04°12'24" West for a distance of 188.14 feet;

Thence South 00°13'57" West for a distance of 157.10 feet;

Thence South 00°41'30" West for a distance of 145.24 feet;

Thence South 01°12'50" West for a distance of 60.94 feet to the **POINT OF BEGINNING.**

Containing a total area of 885,084 square feet or 20.32 acres more or less.

The Basis of Bearing for this description is the California Coordinates Sysytem of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.

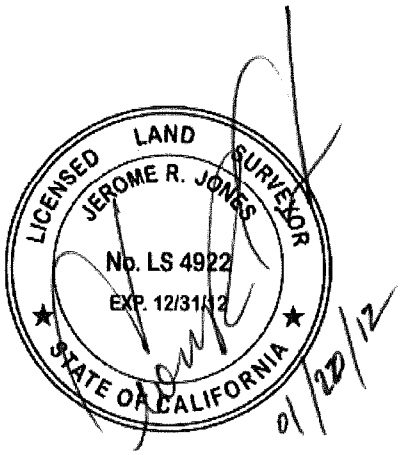

EXHIBIT "B"

LITTLE LEAGUE.txt

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Parcel name: LITTLE LEAGUE

        North: 2104916.6968          East : 6290182.5059
Curve  Length: 32.5813              Radius: 101.0841
        Delta: 18-28-03            Tangent: 16.4332
        Chord: 32.4406              Course: S 01-59-16 E
    Course In: S 78-46-43 W     Course Out: S 82-45-14 E
    RP  North: 2104897.0257          East : 6290083.3543
    End North: 2104884.2758          East : 6290183.6311
Line  Course: S 07-18-13 W  Length: 5.7471
        North: 2104878.5754          East : 6290182.9005
Curve  Length: 18.1218              Radius: 164.0000
        Delta: 6-19-52             Tangent: 9.0704
        Chord: 18.1131              Course: S 78-20-19 E
    Course In: N 14-49-37 E     Course Out: S 08-29-45 W
    RP  North: 2105037.1147          East : 6290224.8682
    End North: 2104874.9143          East : 6290200.6392
Curve  Length: 135.0357             Radius: 777.0000
        Delta: 9-57-27             Tangent: 67.6898
        Chord: 134.8689             Course: S 76-31-31 E
    Course In: S 08-29-45 W     Course Out: N 18-27-12 E
    RP  North: 2104106.4406          East : 6290085.8472
    End North: 2104843.4887          East : 6290331.7927
Line  Course: S 71-32-48 E  Length: 233.8114
        North: 2104769.4799          East : 6290553.5819
Line  Course: N 18-27-12 E  Length: 68.4983
        North: 2104834.4561          East : 6290575.2638
Curve  Length: 53.8776              Radius: 50.0538
        Delta: 61-40-22            Tangent: 29.8811
        Chord: 51.3140              Course: N 56-21-30 E
    Course In: S 64-28-41 E     Course Out: N 02-48-19 W
    RP  North: 2104812.8901          East : 6290620.4334
    End North: 2104862.8839          East : 6290617.9837
Line  Course: N 00-31-06 E  Length: 6.0000
        North: 2104868.8837          East : 6290618.0379
Line  Course: S 89-28-54 E  Length: 72.1905
        North: 2104868.2306          East : 6290690.2255
Line  Course: N 44-37-39 E  Length: 177.8975
        North: 2104994.8383          East : 6290815.1975
Line  Course: S 45-22-21 E  Length: 19.2768
        North: 2104981.2964          East : 6290828.9166
Curve  Length: 59.1503              Radius: 36.8747
        Delta: 91-54-27            Tangent: 38.1233
        Chord: 53.0095              Course: S 77-28-43 E
    Course In: S 33-25-56 E     Course Out: N 58-28-31 E
    RP  North: 2104950.5231          East : 6290849.2327
    End North: 2104969.8036          East : 6290880.6653
Line  Course: N 79-38-07 E  Length: 18.7364
        North: 2104973.1745          East : 6290899.0959
Curve  Length: 12.7724              Radius: 55.0000
        Delta: 13-18-20            Tangent: 6.4150
        Chord: 12.7437              Course: S 17-01-03 E
    Course In: S 66-19-47 W     Course Out: N 79-38-07 E
    RP  North: 2104951.0935          East : 6290848.7230
    End North: 2104960.9888          East : 6290902.8256
Line  Course: S 10-21-53 E  Length: 209.8421
        North: 2104754.5708          East : 6290940.5790
Line  Course: S 10-19-21 E  Length: 31.7197
        North: 2104723.3645          East : 6290946.2628
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EXHIBIT "B"

LITTLE LEAGUE.txt

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Curve  Length: 61.9120              Radius: 311.3562
        Delta: 11-23-35            Tangent: 31.0578
        Chord: 61.8089              Course: N 79-48-23 E
    Course In: N 04-29-50 W     Course Out: S 15-53-25 E
    RP  North: 2105033.7621          East : 6290921.8491
    End North: 2104734.3035          East : 6291007.0972
Line  Course: N 74-07-01 E  Length: 183.5474
        North: 2104784.5358          East : 6291183.6372
Curve  Length: 150.5548             Radius: 582.8373
        Delta: 14-48-01            Tangent: 75.6992
        Chord: 150.1374             Course: N 81-13-46 E
    Course In: S 16-10-15 E     Course Out: N 01-22-14 W
    RP  North: 2104224.7581          East : 6291345.9587
    End North: 2104807.4287          East : 6291332.0181
Line  Course: N 01-12-50 E  Length: 60.9363
        North: 2104868.3513          East : 6291333.3091
Line  Course: N 00-41-30 E  Length: 145.2409
        North: 2105013.5816          East : 6291335.0623
Line  Course: N 00-13-57 E  Length: 157.1052
        North: 2105170.6855          East : 6291335.6999
Line  Course: N 04-12-24 E  Length: 188.1364
        North: 2105358.3151          East : 6291349.5005
Line  Course: N 02-14-10 E  Length: 84.4716
        North: 2105442.7223          East : 6291352.7963
Line  Course: N 05-00-29 E  Length: 150.0553
        North: 2105592.2048          East : 6291365.8955
Line  Course: N 89-28-54 W  Length: 1180.7284
        North: 2105602.8862          East : 6290185.2155
Line  Course: S 00-31-06 W  Length: 648.9563
        North: 2104953.9565          East : 6290179.3447
Curve  Length: 37.4470              Radius: 200.0000
        Delta: 10-43-40            Tangent: 18.7785
        Chord: 37.3926              Course: S 04-50-44 E
    Course In: S 89-28-54 E     Course Out: S 79-47-26 W
    RP  North: 2104952.1472          East : 6290379.3365
    End North: 2104916.6978          East : 6290182.5032

   Perimeter: 4204.3541   Area: 885,084 SQ.FT 20.319 AC

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0029               Course: N 69-03-17 W
  Error North: 0.00105               East : -0.00273
Precision  1: 1,449,776.0345
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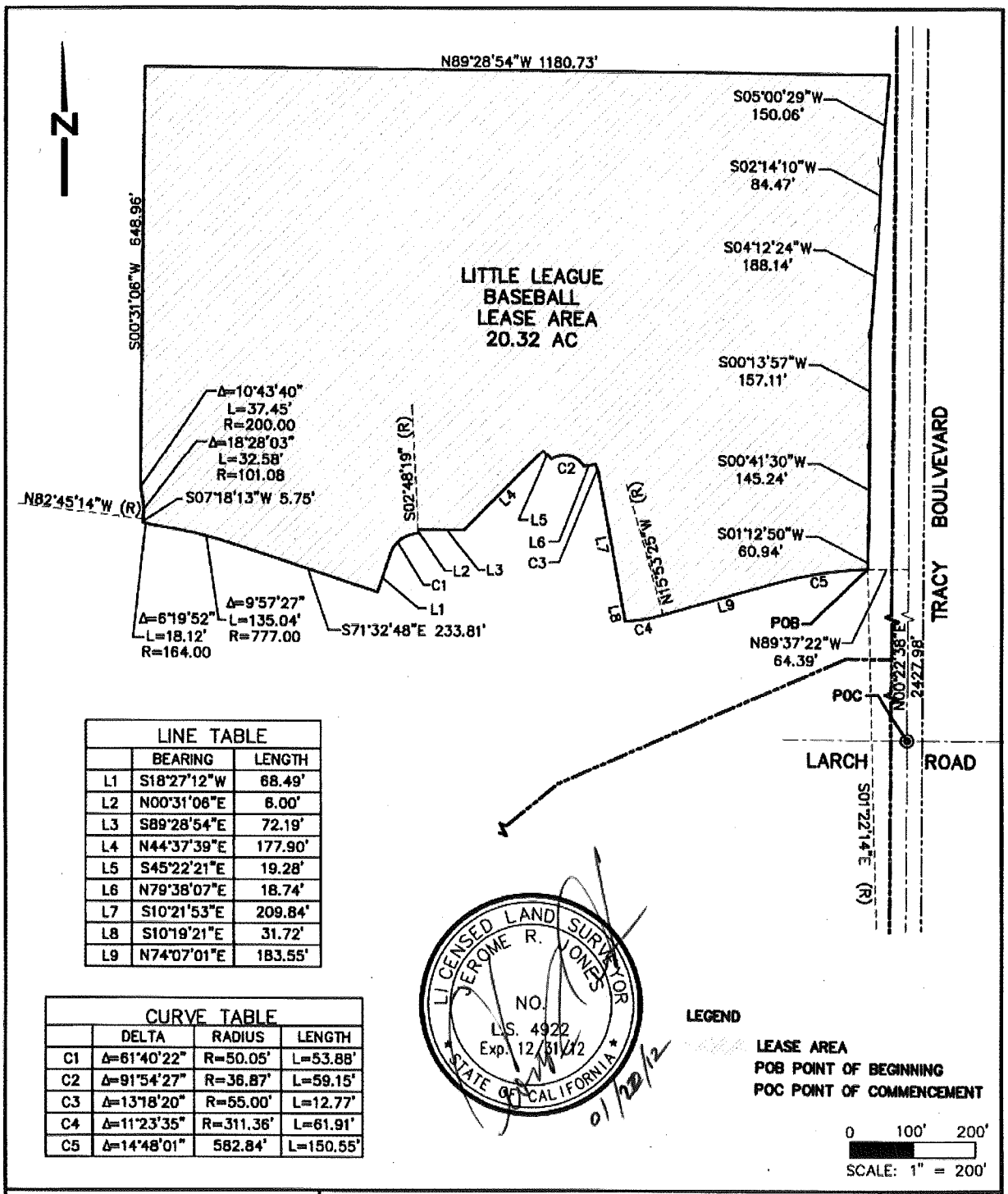

LINE TABLE		
	BEARING	LENGTH
L1	S18°27'12"W	68.49'
L2	N00°31'06"E	6.00'
L3	S89°28'54"E	72.19'
L4	N44°37'39"E	177.90'
L5	S45°22'21"E	19.28'
L6	N79°38'07"E	18.74'
L7	S10°21'53"E	209.84'
L8	S10°19'21"E	31.72'
L9	N74°07'01"E	183.55'

CURVE TABLE			
	DELTA	RADIUS	LENGTH
C1	Δ=61°40'22"	R=50.05'	L=53.88'
C2	Δ=91°54'27"	R=36.87'	L=59.15'
C3	Δ=13°18'20"	R=55.00'	L=12.77'
C4	Δ=11°23'35"	R=311.36'	L=61.91'
C5	Δ=14°48'01"	582.84'	L=150.55'

LICENSED LAND SURVEYOR
JEROME R. JONES
NO. L.S. 4922
Exp. 12/31/12
STATE OF CALIFORNIA
01/20/12

NOLTE
BEYOND ENGINEERING

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
SAN JOAQUIN COUNTY CALIFORNIA

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: CITY OF TRACY DATE SUBMITTED: 01/20/2012

JOB NUMBER 9JB03500

EXHIBIT C

Maintenance Standards
Baseball Fields
(Agreement Section 1 and 8.)

TLL shall be required to fulfill the following maintenance standards on the Property, including any City-installed Infrastructure Improvements, unless amended by this agreement, on the Property:

1. Natural Turf Fields & Open Areas: (Warm-season turf/Bermudagrass)

a. Mowing – Turf shall be mowed at least one time per week to maintain a height of 1" inch to 1 ½" during the growing season (April - October), and shall be mowed a minimum of once per week if overseeded, or as needed during the dormant-season (November - March) to a height of 1" to 2".

b. Edging – Edging around walkways shall be completed once per month. Edging of the ball field infield (between the infield and turf) shall be completed once per month.

c. Aerating – TLL will evaluate the need to Aerate three times per year (March, June & September) and additionally as needed in high-traffic areas.
If needed, Aerator types should vary using deep-tine (if available), shallow hollow tine, and slice types. When plugs (from hollow tines) are pulled it is best to allow plugs to dry, then verticut and rag them as needed to distribute material evenly over the surface; overseed the affected areas as needed. If required, TLL will remove and replace with the proper sod the affected wear area(s) if the aeration & verticut process will not adequately resolve issues of thinning or worn turf. At a minimum aeration will occur no less than once every two years.

d. Thatch/Verticutting – Turf thatch shall be managed to maintain a thatch layer not to exceed 1" in thickness. An ideal range for the thatch layer is ½" – ¾" in thickness. A combination of aerating, verticutting and/or topdressing may be used to accomplish this goal.

e. Sweeping/Blowing – Turf shall be swept or blown as needed to remove grass clippings and/or pick up tree leaves if weather prevents routine mowing.

f. Fertilize – The turf areas shall be fertilized twice per year- during the fall (September-November) and in the spring (February-March).

g. Topdress – Turf shall be topdressed with clean topdressing sand or a mixture of topdressing sand and compost. This is recommended to be done a minimum of two times per year.

h. Overseed – Overseeding may be accomplished with perennial ryegrass once in fall (September/October) if desired to maintain green fields during the bermudagrass' dormant period. Other overseeding during growing season shall be performed as needed during the rest of the year.

i. Weed Control – Pre-emergent shall be applied two times per year (late-winter & mid-spring) and again in the fall if needed for winter annuals – timing of applications dependent upon weather. Post-emergent should be applied one time per year and as needed. Implementation of Integrated Pest Management (IPM) practices consistent with the City of Tracy IPM Guidelines (subject to change and available upon request) is required.

j. Pests and Diseases – Pests and diseases shall be controlled as needed and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

k. Miscellaneous Tasks
   i. Turf shall be rolled as needed to smooth rutted or uneven areas.
   ii. Vandalism repair shall be completed as needed.
   iii. Spot re-sodding to repair worn areas shall be accomplished as needed.
   iv. Filling low spots, where settling occurs, shall be completed as needed.
   v. The addition of "French" drains, when needed to alleviate small areas of standing water, shall be accomplished when need arises. This task may be combined with heavy topdressing in any low areas or areas of settling to displace accumulated water and make small adjustments in grade.
   vi. Wash in edges at transition areas of turf-infield skin surface to prevent development of a "lip" at the transition area.
   vii. Repaint foul lines as needed.

2. Infield Skinned Areas & Warning Tracks:

a. Repack Pitchers Mounds and Batters Boxes – Repacking pitchers mounds and batters boxes shall be completed daily and more frequently during heavy use periods or tournaments. Packing material should be a clay or mix designed for this purpose such as Stabilizer Solutions' Hilltopper Mound Clay or equivalent.

b. Drag Surface – Infield surfaces shall be dragged daily and more frequently during heavy use periods or tournaments.

c. Line – Infield lines shall be laid daily or as needed and more frequently during heavy use periods or tournaments. A powdered marking line product or field paint may be used. Lines on all turf surfaces shall be maintained visible for all play and shall be made with a paint product specifically designed for use on athletic turf surfaces. (A VOC-free, ecologically friendly product such as Pioneer Athletics' Ultra-Friendly Brite Stripe paints are recommended.)

d. Water – Infields shall be watered each day to maintain proper moisture level and more frequently during hot weather or during heavy use periods or tournaments. Moisture should be retained throughout the entire infield mix profile but without becoming muddy or sticky.

e. Nail Drag – Infield areas shall be "nail" dragged a minimum of once per week.

f. Cut and Fill Drag – A cut and fill drag shall be performed as needed to maintain a uniform surface.

g. Roll – Infield areas shall be rolled to compact the surface as needed.

h. Rake/Sweep/Wash-out Turf Edges – The infield/turf transition area shall be raked/swept/blown-out twice per month (combine with washing in of turf edges) to reduce/eliminate development of a 'lip' at turf edges. 'Lips' are to be washed out with water once per year and as needed.

i. Scarify and Drag Warning Tracks – Warning tracks shall be scarified and dragged one time per month and as needed.

j. Clean Field Drains – All field drains shall be cleaned at least two times per year, more if needed.

k. Re-grade to Establish Proper Drainage – At least once a year, the infield shall be re-graded to establish proper drainage.

l. Renovate – Once a year, the infield shall be renovated by adding infield mix with incorporated infield conditioning material. Infields shall be a mix of clay, cinders,

sand and calcined clay in proportions appropriate for the specific site and to maintain a firm, consistent yet friable playing surface. Warning tracks shall consist of a mix of cinder and clay in proportions appropriate for the specific site and that clearly differentiate the warning track surface from the turf and infield mix surfaces for player safety.

m. Add Infield Conditioning (Topdressing) Material (calcined clay) – Infield conditioning material shall be added to the infields as needed. Calcined clay is recommended.

3. Trees:

a. Pruning – Pruning of trees is critical due to the steady winds at the site. For the first three years trees shall be pruned once per year to develop tree structure. In years five through ten, trees shall be pruned every other year and as needed to maintain structure. After ten years, trees shall be pruned every 5 years to maintain tree shape/form and eliminate potential hazards. Additional pruning shall be completed as needed throughout the year to remove/redirect low hanging limbs or remove broken/dead branches. Suckers shall be removed as needed. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight. Root pruning shall be completed as needed once trees begin to mature.

b. Staking – All trees shall be re-staked and/or re-tied as needed.

c. Fertilize – All trees shall be fertilized once per year until fully established, then as needed.

d. Pest Control – Pest control prevention shall be performed annually on trees known to be susceptible to pests and as needed on all other trees. IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

e. Re-plant – Trees shall be re-planted as needed.

f. Re-training of Central Leaders – Central leaders shall be re-trained as needed if broken or vandalized.

g. Supplemental Watering – Supplement water shall be applied to trees as needed until they are established, then as needed.

4. Shrubs:

a. Prune – Hand prune as needed to control/confine growth appropriate genus' (varieties) to maintain natural shape as needed, between two and four times per year. Shear appropriate genus', dependent upon planting plan/design requirements, four to eight times per year. Renovation prune appropriate genus' once every two years. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight.

b. Fertilize – All shrubs shall be fertilized twice per year until established, and then one time per year and as needed.

c. Apply Plant Growth Regulators (PGR's) – Plant growth regulators may be applied twice per year on shrubs that are tolerant.

d. Pest Control – Pest control measures shall be taken as needed and IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

e. Weed Control – Weed control measures shall be taken in shrub beds a minimum of once per month, more often as needed. They will be performed consistent with City IPM Guidelines.

f. Re-mulch Beds – Shrub beds shall be re-mulched once per year or as needed.

5. Perennials & Biennials:

a. Prune – Fall clean-up pruning shall be accomplished once per year. Deadheading shall take place as needed.
b. Fertilize – Perennials and biennials shall be fertilized twice per year.
c. Pest Control – Pest control measures shall be taken consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
d. Replant – Replanting shall take place as needed.
e. Divide – Perennials and Biennials shall be divided once every three to five years to rejuvenate.
f. Weed Control – Weed control measures shall be taken in planter beds twice per month consistent with City IPM Guidelines.
g. Re-mulch Beds – Planter beds shall be re-mulched once a year or as needed.

6. Annuals:

a. Replant – Annuals shall be replanted two to three times per year.
b. Deadhead – Shall be accomplished two times per month.
c. Fertilize – Annuals shall be fertilized four to six times per year.
d. Pest Control – Pest control measures shall be taken as needed and in accordance with consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed control measures shall be taken in annual beds twice a month and consistent with City IPM Guidelines.

7. Groundcovers:

a. Edge – Groundcover beds shall be edged six to eight times per year or as needed.
b. Mow, Trim or Prune – Groundcovers shall be mowed or pruned one to two times per year.
c. Fertilize – All groundcover shall be fertilized two times per year.
d. Pest Control – Pest control measures shall be taken as needed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed abatement shall be completed once per month or as needed consistent with City IPM Guidelines.

8. Irrigation System:

a. Check and Adjust Program – Check and adjust on a daily basis.
b. Make Repairs – Make repairs daily as needed.
c. Field Check and Adjust Sprinklers – Check and adjust field sprinklers a minimum of once per week and as needed.
d. Spot Water – Spot water areas on a daily basis as needed.
e. Clean Controllers/Enclosures – Clean controllers at least twice per year.
f. Winterize System – Winterize the irrigation system each year in November or December depending upon weather. This includes wrapping of backflows to prevent freezing.
g. System Start-up – Start up the irrigation system each spring. Re-check all sprinkler patterns, arcs, etc. to ensure best performance and efficiency of system.
h. Service Backflow Devices – Test/check backflow devices annually and as required by applicable regulations.

i. Clear/Repair Backflows – Clear and/or repair backflow devices as needed and as required by applicable regulations.
j. Service Booster Pumps – Service and adjust irrigation booster pumps a minimum of annually – more frequently if needed or recommended by manufacturer.
k. Pest Control – At least four times per year, perform pest control measures for ants, spiders, etc.

9. Restrooms:

a. Clean and Disinfect – Clean and disinfect restrooms daily during operating season; more frequently as needed during heavy use periods and tournaments. Does not apply to portable toilets and service which are to be serviced on an as needed basis to keep portable toilet clean and in useable condition.
b. Restock – Restock restrooms daily and as needed.
c. Spot-scrub Walls – Spot scrub walls weekly or as needed.
d. Repaint/Coat Floors – Repaint/recoat floors once per year or as needed.
e. Touch-up Paint – Touch-up paint twice per year or as needed.
f. Repair Vandalism & Remove/Cover Graffiti – Immediately as needed.
g. Repair Sinks, Urinals, Toilets & Privacy Panels – Repair as needed.
h. Service Floor Drains – Once per year service floor drains.
i. Pest Control – Pest control measures shall be taken four times per year and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

10. Buildings:

a. Empty Garbage Cans – Trash cans shall be emptied daily or more often if needed.
b. Dust – Facility shall be dusted once per month or more if needed.
c. Clean Windows – All windows shall be cleaned two times per year or as needed.
d. Vacuum/Sweeping – Buildings shall be vacuumed and/or swept daily or more often if needed.
e. Other Custodial Services – All other custodial services shall be completed as needed.
f. Service Air Conditioners and Heaters – Air conditioners and heaters shall be serviced one time per year. Replace system filters four times per year or more frequently if needed.
g. Replace Light Bulbs/Lamps – Light bulbs and/or lamps shall be replaced immediately as needed.
h. Service Fire Sprinklers and Extinguishers – Fire sprinkler systems and fire extinguishers shall be tested/serviced annually and as required by code.
i. Touch-up Paint – Paint touch-up shall be accomplished as needed.
j. Clean Roofs, Roof Drains and Gutters – Building roofs, drains and gutters shall be cleaned once per year and as needed.
k. Concession Area – Stoves, hoods, vents, fire sprinklers, refrigerators, and freezers shall be serviced/tested annually. Ice machines, grease traps and floor drains shall be serviced a minimum of four times per year and as needed. Maintain in a clean and sanitary condition at all times.
l. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

11. Dugouts:

a. Clean/Blow Out – Each day, dugouts shall be blown out.
b. Wash Down/Pressure Wash – Dugouts shall be washed down with high pressure water once or twice per month as needed.
c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
d. Touch-up Paint – Dugouts shall have paint touched-up twice annually and as needed.
e. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
f. Repair/Replace Shade Fabric – Repair and/or replace dugout shade fabric as needed.
g. Clean Misters – Remove and soak to clean calcium deposits from hard water at least one time per year or as needed.
h. Repair/Replace Misters – as needed.

12. Bleachers/Grandstands:

a. Clean/Blow Out – In, under and around the bleachers/grandstands shall be blown out as needed when trash or debris is observed.
b. Wash Down/Pressure Wash – In, under and around the bleachers/grandstands shall be washed down with high pressure water as needed to maintain clean sitting areas. Sanitize as needed.
c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
d. Touch-up Paint – Bleachers/grandstands shall be touched-up with paint as needed to maintain an acceptable and neat appearance.
e. Pest Control – Pest control measures shall be performed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

13. Walkways:

a. Blow Off – All walkways around turf areas shall be blown off two to three times a week or as needed. Such areas around bleachers/grandstands shall be blown off as needed to keep walkways clear of debris.
b. Pressure Wash/Scrub – Walkways shall be washed down with high pressure water as needed to keep walkways clean and in good appearance.
c. Repair Cracks, etc. – Repair cracks, trip hazards, etc. as needed.
d. Repair/Replace Pavers – Repair/replace pavers as needed.

14. Backstops, Fences and Netting:

a. Inspect – All backstops, fences and netting shall be inspected monthly.
b. Repair – Repairs to backstops, fences and netting shall be performed as needed.
c. Tighten Chain Link Tensioners Where Appropriate – Tightening shall occur at least twice per year and as needed.
d. Repaint All Wood and Metal Surfaces – All painted surfaces on backstops, fences and netting shall be re-painted as needed to maintain a clean and newer appearance.
e. Replace Wood – Any wood on backstops and/or fences shall be replaced every 5 years or as needed.

f. Clean and Treat Protective Padding – Any protective padding on backstops and/or fences shall be cleaned and treated at least once per year.
g. Replace Fence Guards on Chain Link Fences – Fence guards shall be replaced as needed.

15. Security Lights:

a. Inspect Operation – Twice per month, operation of security lights shall be checked routinely.
b. Replace Bulbs/Lamps – All light bulbs/lamps shall be replaced as needed depending on fixture type or as per manufacturer's recommendation.
c. Program – Re-program security lights monthly or as needed.

16. Playing Field Lights:

a. Inspect Operation – Inspect and check operation of field lights twice per month.
b. Check Alignment and Re-aim – Check alignment and re-aim field lights once every five years or as needed.
c. Replace Bulbs/Lamps – Replace field lights once 15% of lamps on an individual pole malfunction or burn out and as needed to maintain proper foot candle output on each field.
d. Repair Field Lights – Repair lights and lighting system as needed to maintain proper function. This includes any repairs made necessary due to vandalism.
e. Program – Program field lights weekly or as needed.

17. Signs/Signage and Scoreboards:

a. Inspect and Repair/Tighten – Inspect, repair and tighten hardware on all signs and scoreboards as needed.
b. Replace – Replace any signs and scoreboards as needed.
c. Remove Graffiti – Remove graffiti from signs within 48 hours.

18. Parking Lots:

a. On City's parking lots, designated for use with the TLL property, TLL shall clean up any debris incurred from TLL's events.

19. Playgrounds:

a. Minor Inspection – daily
b. In-depth Inspection – 1x/month
c. Certified Inspection – as required
d. Fill Low Spots/Holes Under Play Equipment – 1x/week and as needed (fiber/wood/rubber mulch and sand only)
e. Repair Damaged Pour-in-Place Surfacing – as needed
f. Repair Play Equipment – as needed
g. Replace Wear Points (swing S-hooks, etc.) – as needed
h. Remove Graffiti – as needed
i. Clean and/or Sanitize Playground Equipment and Surfacing – as needed

20. Park Amenities:

a. Drinking Fountains – Clean all drinking fountains once per month. Polish drinking fountains two times per year. Clear drinking fountain drain as needed. Repair as

needed. Winterize drinking fountains in November depending upon weather to prevent freezing. Start fountain up in March or once threat of freezing has past.

b. BBQ's – Empty BBQ's daily or as needed. Clean/pressure wash – monthly or as needed. Repair – as needed.

c. Benches and Tables – Remove graffiti within 48 hours. Inspect benches and tables monthly. Repair damage as needed. Repaint/seal benches and tables as needed. Replace as needed.

d. Shade Structures – Clean – 2x/year. Inspect – 1x/year

21. General:

a. Litter Pick up – All litter is to be picked up daily and as needed.

b. Garbage Cans – Garbage Cans shall be emptied daily or as needed. During heavy use periods and tournaments empty two to three times per day minimum or as needed.

c. Wash Out Dumpster Areas – Dumpster areas shall be washed out and sanitized with pressure washer twice per year and as needed. Dumpsters must be emptied on a routine basis and not allowed to overflow or stagnate.

d. Graffiti Abatement – Remove/cover within 48 hours of occurrence and as needed.

e. Vandalism Repair – Vandalism shall be repaired as soon as possible, within 30 days of occurrence, or immediately if it poses a safety issue.

f. Gopher/Rodent Control – Gopher/Rodent control measures shall be taken twice per month and as needed.

g. Recycling of Cans, Bottles, Cardboard, etc. – An active recycling program must be in place and operating at all times for all recyclable materials.

h. Stormwater Runoff Requirements – All State and Federal stormwater runoff regulations must be followed at all times.

i. Air Impact Assessment (AIA) – All San Joaquin Valley Air Pollution Control District regulations must be followed at all times. An Air Impact Assessment (AIA) Application must be completed, and reporting requirements followed, for ongoing operations.

EXHIBIT D

Process for Use of Facilities by Other Tracy Youth Sports Programs
(Agreement Section 5.2.1)

1. Receive request from other programs/organizations operating within the City of Tracy on or before January 15th of each year for the upcoming year.
2. Check availability for submitted request.
3. If not scheduled for event or previous commitment, request insurance coverage for outside organization and evaluate request dates/times.
4. Create sanctioning agreement for use between TLL and other organization.
5. If all approved, collect funds for proposed use and confirm in writing with other organization.
6. Any requests for use submitted after January 15th, will be granted on an "as available" basis.
7. Charge field rental rates within 10% +/- of City non-profit fees for field rentals (subject to change by City Council).
    a. The field rental rates does not imply that additional services such as those provided by the City will be offered including charges for staffing, lights, field preparation and temporary fencing.
    b. A Security and Key Deposit may be required by TLL and will be consistent with the amount collected by the City for similar deposits (subject to change by City Council).

City Fees and Deposits as of 3-1-12

Use Fees: Following are the fees established for use of City sports fields:

USER CLASS	LEAGUE/INDIVIDUAL FEES	TOURNAMENT FEES
Tracy Youth Non-Profit	$5 per hour/per field $7 per hour for lights Staff $25 per hour (for Complex) $100.00 Security Deposit for practices and games	$60 per field/per day $10 per hour/per field for lights Staff $25 per hour (for Complex) $400.00 Security Deposit for tournaments

RESOLUTION_____

APPROVING PROPERTY DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY LITTLE LEAGUE, INC. FOR CONSTRUCTION AND MAINTENANCE OF SPORT FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy is interested in developing youth sports playing fields at the proposed Holly Sugar Sports Complex; and

WHEREAS, The Tracy Little League (TLL) has expressed an interest in constructing youth baseball fields at the Holly Sugar Sports Complex; and

WHEREAS, The City of Tracy and TLL have agreed to a design for these youth baseball fields and a specific area within the Holly Sugar Sports Complex for construction of these baseball fields; and

WHEREAS, On March 1, 2011 the City Council approved a Memorandum of Understanding with TLL for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement for construction of fields and ongoing maintenance and operations of fields; and

WHEREAS, The City of Tracy and TLL have negotiated a Property Development and Lease Agreement to allow for TLL to construct and provide ongoing operations and maintenance of youth sports fields.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves a Property Development and Lease Agreement with Tracy Little League relating to the lease of property within the complex and construction of sports fields and related amenities

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

ATTACHMENT B

PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Babe Ruth

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PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Babe Ruth

This Property Development and LEASE AGREEMENT ("Agreement") is entered into on _____, 2012 between the City OF TRACY, a municipal corporation ("City"), and Tracy Babe Ruth, a California non-profit corporation formed as a youth sports organization ("TBR").

RECITALS

A. City owns approximately 166 acres of land located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex ("Sports Complex"), designated for development as a youth sports complex. Assessor's Parcel Number 212-15-0001. The Sports Complex property is currently located in and subject to the jurisdiction of San Joaquin County, and the City intends to annex this property into the City in the future. (See Exhibit A.)

B. TBR is a California non-profit corporation, formed as a youth sports organization, whose membership includes various youth and their families within the Tracy area.

C. The City has completed a master plan for the sports complex layout, including environmental work. City has also completed improvement plans, specifications and construction documents for Phase 1 of the Sports Complex on approximately 70.2 acres (of the 166-acre site). It is the City's intention to undertake certain Infrastructure Improvements for Phase 1 which would allow eligible sports organizations to proceed with Facility Improvements to their individual areas.

D. City desires to lease portions of the Sports Complex property to TBR, and TBR desires to lease the property from City for the purpose of developing, maintaining and operating youth sports fields to meet local needs. The portions of the Sports Complex property which are subject to this Agreement total 14.65 acres and are shown on the diagram and legal description attached as Exhibit B (the Property).

E. City currently does not have funds available to develop the planned fields on the Property and through negotiations with TBR has come to an agreement for TBR to develop the planned fields on the described property to benefit TBR's members, the City and its residents.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **DEFINITIONS.** In this Agreement:

"Facility Improvements" means those improvements to be installed and maintained by TBR on the Property, including: the buildings and fixtures, and the improvements to the fields on the Property. These are shown on the Holly Sugar Sports Complex construction plans and specifications, previously provided to TBR for review and comment. (TBR's maintenance responsibility does not include any City-installed

Infrastructure Improvements located on the Property unless by amendment to this agreement.)

"Infrastructure Improvements" means those improvements to be installed and maintained by the City for Phase 1 of the Sports Complex development as shown on the Holly Sugar Sports Complex construction plans and specifications, (and previously provided to TBR for review and comments), including: widening Tracy Boulevard; mass grading; paved internal roadways; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open areas. (Note: TBR's maintenance responsibilities include maintenance of any Infrastructure Improvements located on the Property. See Section 8 and Exhibit C.)

"Maintenance Standards" means the maintenance standards applicable to TBR's Property, as set forth in Exhibit C. (See also Section 8.)

"Phase 1" means the first phase of development of the Sports Complex, to include approximately 70.2 acres on the easterly portion of the Sports Complex, adjacent to Tracy Boulevard, as shown on the Holly Sugar Site Diagram at Exhibit A.

"Phased Development Plan" means TBR's Phased Development Plan which will be submitted to the City by October 1, 2012. TBR intends to complete the improvements in phased development as long as each phase is independent of other phases and complies with all safety regulations. The plan will include the phasing elements and timeline in order to meet the construction timeline requirements in Section 7.2. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.

"Property" means the 14.65 acre site which is the subject of this Agreement, for Facility Improvement development and use by TBR, as shown in the diagram and legal description attached as Exhibit B.

"Sports Complex" means the approximately 166 acre site located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex and designated for development as a youth sports complex. (Assessor's Parcel Number 212-15-0001.) (See Exhibit A.)

2. **TERM.** The term of this Agreement will commence on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and will continue for a period of approximately fifteen years ending December 31, 2027 unless otherwise terminated by either party in advance as specified in Section 14. At the end of this lease term, upon TBR's request and satisfactory fulfillment of all terms of this lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.

3. **LEASE PAYMENT.** TBR agrees to pay City a fixed rate, annual lump sum of $2,197.50 as rent for the Property ($150.00 annually times 14.65 acres), with annual payment beginning the first of the following month after the City issues its notice of completion for the Infrastructure Improvements. Payment must be made within 15 days of said date. Starting in the fifth year of TBR making lease payments and annually thereafter,

the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor.

At no time will the lease amount be decreased by a CPI adjustment. In the event there is a decrease in the CPI, the lease amount for the year in question shall be the same as the Rent for the preceding year.

Payment shall be sent to:
Finance Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

4. **PROPERTY:** City leases to TBR, and TBR leases from City, the Property identified in Exhibit B.

5. **USE.** TBR agrees to develop the Facility Improvements, maintain and operate the Property exclusively for the purposes of conducting youth sports practices, games and tournaments, all at TBR's own cost and expense. TBR shall, within the limitations set forth in this Agreement, determine the use schedule and fees of the Property, in an effort to meet community sport field needs.

5.1 Use. Use of the Property shall conform to all applicable rules and regulations governing the property, including, but not limited to, local building and fire codes. TBR shall provide restroom facilities, drinking fountains, trash cans (including trash collection) and all other required site amenities.

5.2 Rental of Property.

5.2.1 Use by Tracy youth sports organizations. TBR shall make the Property and Facility Improvements available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). The Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D.

5.2.2 Use by other youth sports organizations. TBR may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. TBR need not obtain prior written permission by City, and may charge a fee for the rental, all at TBR's sole discretion.

5.3 Fees. TBR is authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not associated with viewing the game shall be allowed to pass without any fee. TBR

may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.

5.4 Safety and security. TBR is responsible for safely securing the Property, Facility Improvements and all personal property and associated equipment, and for safely storing all chemicals and other hazardous materials in accordance with Federal, State and local laws. TBR is responsible for monitoring use of the Property.

5.5 Trash. TBR shall keep the Property free and clear of all rubbish, trash and other debris or weed growth generally considered to be foul, noxious or objectionable to facility attendees or the City.

5.6 Temporary facilities. TBR has the right to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions) upon prior written approval of the City Public Works Director, until permanent facilities are provided by TBR.

5.7 Naming rights. TBR shall have the right to temporarily name its Facility Improvements located within the Property during the term of this Agreement, and to collect any naming right fees associated with such naming of Facilities. Any regulations pursuant to signage shall apply. Signage must comply with the Sports Complex construction specifications and with the City's zoning ordinance. The City reserves the right to name the Sports Complex including collecting any naming right fees associated with such naming of Sports Complex.

5.8 Concessions. TBR shall have the right to sell concession items on the Property during events, subject to applicable laws and regulations. Such items shall be limited to standard food and drink products and souvenir items generally associated with sporting events. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.

5.9 City use. TBR agrees to permit the City to utilize the Property a maximum of up to 10 full days each year provided that City requests such use on or before December 15th of the year prior to the City's intended use, and when such use does not unduly interfere with TBR's planned activities. City may request the use after December 15th and TBR will allow this if the requested days are available. Such uses include City run tournaments and special events. TBR will maintain the fields in an acceptable manner for such use. The City will prepare any fields and will also clean up the area after City use. City will be allowed to use any permanent used restrooms. TBR will provide clean and stocked restrooms and City will restock and clean after City use. The use of the Property does not include any concession stand, maintenance shed or equipment.

5.10 Maintain non-profit status. TBR shall maintain its status as a non-profit entity in good standing with the California Secretary of State.

6. CITY RESPONSIBILITIES.

6.1 Development.

6.1.1 Construction Plans. City shall prepare the Holly Sugar Sports Complex construction plans and specifications, which shall guide/govern the development of the Property and the Sports Complex.

6.1.2 Infrastructure Improvements. City shall, at its own cost, develop the Infrastructure Improvements for Phase 1 of the Sports Complex as identified in the Holly Sugar Sports Complex construction plans and specifications. Such development shall include but is not limited to: widening Tracy Boulevard; mass grading; paved internal roadways and associated landscape areas; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open spaces as identified in the plans.

6.1.3 Scheduling. The Infrastructure Improvements are schedule to be completed by end of 2012.

6.2 Maintenance. City shall, at its own cost, maintain the Infrastructure Improvements (internal roads, parking areas and all landscape areas associated therewith, utilities to the stubbed area, retention areas and open spaces) which are outside the Property, unless by amendment to this agreement.

6.3 Utilities. City shall provide irrigation water for the Property.

7. TBR'S DEVELOPMENT RESPONSIBILITIES.

In this Agreement, "Facility Improvements" means the buildings and fixtures installed on the Property, and the improvements to the fields on the Property. (See Section 1.) These are shown on the Holly Sugar Sports Complex construction plans and specifications.

TBR agrees to construct and install the Facility Improvements on the Property according to the schedule set forth at Section 7.2 and under the terms of this Section 7.

At the time of expiration or termination of this Agreement, all fixtures installed or additions and improvements made to the Property become City's property without compensation or payment to TBR, and City may require that TBR remove any Facility Improvement that the City deems necessary.

7.1 Construction/installation. TBR agrees to construct and install all the Facility Improvements on the Property per City provided specifications and plans, unless otherwise approved in writing by the City.

7.2 Timetable. It is anticipated that TBR shall complete the development of the Facility Improvements in phases. Each phase will be self-contained and meet all code and safety requirements. The plans prepared by the City's Consultant only reflect the ultimate improvements without any phased work. The extent of work in each phase may depend upon the availability of league funds. All sports fields in TBR's leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure

Improvements. TBR will construct fields and substantially complete related facilities adhering to City approved construction documents within the term of the agreement (approximately fifteen years). Failure to substantially conform to the timetable and the Phased Development Plan constitutes a breach of this Agreement.

7.3 Licenses and permits. TBR shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)

7.4 Construction requirements. TBR shall fulfill all State and local policies, rules and regulatory requirements pertaining to site construction, including by not limited to:

7.4.1 SWPPP. TBR shall provide to the City, both electronically and in hard copy, permit registration documents (PRDs) and project Notice of Intent (NOI) information sufficient to obtain a waste discharge identification number. TBR's contractor shall prepare a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) Order # 2009-0009-DWQ. Contractor shall have the SWPPP prepared by a Qualified SWPPP Developer (QSD), as defined in the CGP, according to the assessed Risk Level determined by the QSD, and shall fulfill all other requirements of the State Water Resources Control Board pursuant to waste water discharge. A Qualified Stormwater Practitioner (QSP) is required for Implementation and Maintenance of the SWPPP for compliance with the CGP. Therefore, TBR shall provide the name, address, contact number and qualifications of the QSP to the City prior to commencement of any construction activity.

7.4.2 San Joaquin Valley Air Pollution Control District Air Impact Assessment (AIA) Application. In accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510, City of Tracy has obtained the approval letter of Air Impact Assessment (AIA) application for the Holly Sugar Sports Complex Project from SJVAPCD during the development phase. Copy of the application and approval letter has been provided to TBR. TBR shall comply with the provisions of SJVAPCD Rule 9510 as outlined in the City application and approval letter during the construction of the sports fields. Failure to comply may result in notice of violation or fines to the City. After the construction phase is complete TBR will complete its own application for ongoing operations which may incur some fees from SJVAPCD.

7.4.3 Construction insurance. TBR shall provide construction insurance when utilizing contractors, naming City as an additional insured.

7.4.4 Bond. TBR shall not act or fail to act in a manner resulting in any lien affecting the Property. TBR shall also provide to City a bond executed by a corporation authorized to issue surety bonds in the State of California in a sum equal to the amount of the construction contract, to protect the City against any type of prohibited lien (mechanic's, vendor's, laborer's, material supplier's or other similar lien arising from work, labor, services, equipment or materials supplied to Lessee). The bond shall protect the City against the amount of the lien; the claimant's costs of suit in the action, if he recovers; and the City's costs of defending any action related to the lien.

7.5 Public access. TBR shall allow public access to, from and across parking and concession areas.

8. TBR'S MAINTENANCE OF PROPERTY. From the Commencement Date of the Primary Term of this Agreement, TBR is responsible for the maintenance, repair and cleanup of the Property. TBR further agrees that:

8.1 Liable for damage. TBR shall be liable for any and all damage to the Property, unless caused exclusively and directly by City.

8.2 Standards for maintenance and operation. TBR shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C.

8.3 Maintenance of landscaping. TBR is responsible for the care and maintenance of any turf, trees, shrubs or other plants placed on the Property by either it or the City, in accordance with the Maintenance Standards in Exhibit C, except for any landscaping associated with the parking areas as set forth in paragraph 6.1.2.

9. UTILITIES. TBR is responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.

10. HOLD HARMLESS. TBR shall defend, indemnify, and hold City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of City.

11. INSURANCE. TBR shall procure and maintain, for the duration of the Agreement, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with TBR's operation and use of the leased Property. The cost of such insurance shall be borne by TBR. (This requirement is in addition to the construction insurance and bond required by Sections 7.5.2 and 7.5.3.)

11.1 Coverage shall be at least as broad as:

General 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 TBR's use of the property.

Property insurance against all risks of loss to any tenant improvements or betterments.

11.2 TBR shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury or property damage.

Property Insurance: Full replacement cost with no coinsurance penalty provisions.

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 TBR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees or volunteers.

11.4 Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

11.5 Each insurance policy required under this Agreement shall list City as an additional insured.

11.6 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

11.7 TBR shall furnish City with original certificates and endorsements affecting coverage required under this 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 Agreement commences.

12. <u>TAXES.</u> TBR shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property. This provision constitutes written notice to TBR pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Agreement or as otherwise required by City.

13. ENTRY AND INSPECTION. City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements (c) to supply necessary services, (d) when City reasonably believes that the TBR has abandoned or surrendered the Property, (e) to inspect the Property for compliance with this Agreement, (f) pursuant to court order, or (g) for necessary tests or surveying. When entering the Property, City shall take care to minimize disruption to TBR's operations and the Facilities Improvements. City agrees to provide notification to TBR of any approved entries to Property that City has given to any third party.

14. TERMINATION; DEFAULT.

14.1 Termination. The City may terminate this Agreement for default by TBR. TBR may terminate this Agreement voluntarily by giving at least 120 days advance written notice to City.

14.2 Default. The occurrence of any of the following events shall constitute a default by TBR:

14.2.1 Failure to pay lease payment annually when due. (See Section 3.)

14.2.2 Failure to substantially complete the Phased Development Facilities Improvements in compliance with Section 7.2 and the Phased Development Plan.

14.2.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after written notice is given by City to TBR. If the failure to perform cannot reasonably be cured within 30 days, TBR shall not be in default if TBR commences to cure the default within the 30 day period and diligently continues to cure the default.

14.3 Notice to cure. If TBR defaults on the payment of any installment or rent or of any amount owed to City, or defaults on the performance of any covenants or conditions of this Agreement, City may serve on TBR a 30-day notice in writing to cure the default or quit the Property. If TBR fails to do either, City may bring a statutory proceeding in unlawful detainer to regain possession of the Property.

15. MISCELLANEOUS.

15.1 Regulations. TBR's use of the Property shall comply with all Federal, State and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the Property.

15.2 Waiver. The waiver by either party of any provision or condition of this Agreement shall not be construed to be a waiver of any other provision or condition of this Agreement and shall not preclude the other party from demanding performance in accord with the other terms, nor shall any such waiver be construed to be permanent unless the waiver is in writing and signed by both City and TBR.

15.3 Force Majeure. Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor TBR 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, lockouts and any delay due to those causes and shall not be deemed a breach of or default in the performance of this Agreement.

15.4 Relationship Of Parties. The relationship between City and TBR shall always and only be that of lessor and lessee. TBR shall never at any time during the term of this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of TBR or its agents.

15.5 Severability. The unenforceability, invalidity, or illegality of any of provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

15.6 Recordation. Pursuant to Government Code § 37393, the Agreement shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

15.7 Notices. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

City (Lessor)

City of Tracy
Attn: Director of Public Works
520 Tracy Boulevard
Tracy, CA 95376

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

Tracy Babe Ruth (Lessee)

Tracy Babe Ruth
Attn: President
2773 Gilberte Court
Tracy, CA 95304

THIS SECTION INTENTIONALLY LEFT BLANK.

16. **RIGHT OF FIRST REFUSAL.** TBR shall have the first right of refusal to enter into a separate lease agreement for property adjacent to the Property, approximately 9 acres as identified in Exhibit E, if City is interested in leasing the other property and if TBR has completed construction on its initial five-field complex within the parameters of Section 7.2 (Timetable) of this agreement.

17. **SIGNATURES.**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

CITY OF TRACY	**Tracy Babe Ruth**
By: _____ Brent H. Ives, Mayor	By: _____ * Troy Camacho, President
Date: _____	Date: 7/12/12
Authorized by City Council Resolution No.	* Notary acknowledgment required
_____ Attest:	
_____ City Clerk	
Approved as to form:	
_____ City Attorney	

Exhibits:

- A Holly Sugar Sports Complex, Phase 1 (Agr. §1.)
- B Description and Diagram of the Property, prepared by Verde (Recital §C; Agr. 1.)
- C Maintenance Standards (Agr. §8.)
- D Process for Use of Facilities by Other Tracy Youth Sports Programs (Agr. §5.10.)
- E Future Lease Site Identification

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Joaquin

On 7/17/12 (Date) before me, Sharon K. Davis, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Troy Camacho (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.

SHARON K. DAVIS
Commission # 1943769
Notary Public - California
San Joaquin County
My Comm. Expires Jul 11, 2015

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: Sharon K. Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Property Development & Lease Agreement - Tracy Babe Ruth

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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EXHIBIT A
(Agreement Section 1.)

Holly Sugar Site Diagram Phase 1

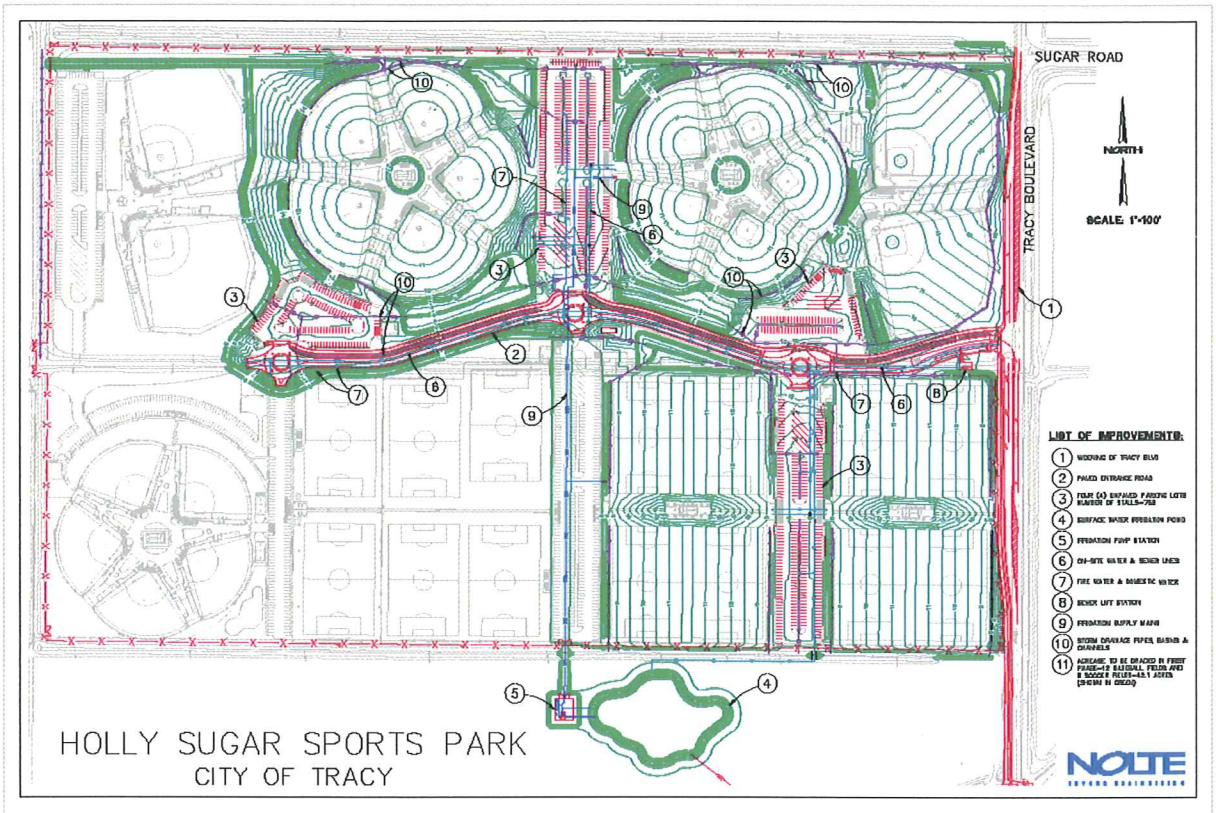

EXHIBIT "B" TO STAFF REPORT

DESCRIPTION AND DIAGRAM OF PROPERTY
(Agreement Section 1 and 4)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North 00°22'38" East for a distance of 2484.86 feet;

Thence leaving said centerline North 89°37'22" West for a distance of 1435.88 feet to the **POINT OF BEGINNING;**

Thence along the arc of anon-tangent curve, concave to the south, whose radial bears North 09°15'02" West, having a radius of 777.00 feet, through a central angle of 08°09'58" for a distance of 110.74 feet;

Thence South 72°35'00" West for a distance of 326.69 feet;

Thence along the arc of a tangent curve concave to the North, having a radius of 313.00 feet, through a central angle of 08°18'37" for a distance of 45.40 feet;

Thence North 00°31'06" East for a distance of 93.86 feet;

Thence North 89°28'54" West for a distance of 26.65 feet;

Thence along the arc of a tangent curve concave to the North, having a radius of 4.50 feet, through a central angle of 60°07'55" for a distance of 4.72 feet;

Thence along the arc of a reverse curve, having a radius of 46.50 feet, through a central angle of 11°45'48" for a distance of 9.55 feet;

Thence along the arc of a reverse curve, having a radius of 4.50 feet; through a central angle of 57°34'49" for a distance of 4.52 feet;

Thence North 16°27'27" East for a distance of 29.67 feet;

Thence along the arc of a non-tangent curve, concave to the Northeast, whose radial bears North 14°54'28" East, having a radius of 711.28 feet, through a central angle of 18°31'32" for a distance of 229.98 feet;

Thence South 32°23'57" West for a distance of 22.54 feet;

Thence South 71°30'02" West for a distance of 27.65 feet;

Thence along the arc of a non-tangent curve, concave to the Northwest, whose radial bears North 69°18'55" West, having a radius of 426.50 feet, through a central angle of 25°04'39" for a distance of 186.67 feet;

Thence North 00°23'19" East for a distance of 50.77 feet;

Thence North 12°10'19" East for a distance of 157.58 feet;

Thence North 17°42'28" West for a distance of 146.40 feet;

Thence North 07°13'25" East for a distance of 474.02 feet;

Thence EAST for a distance of 211.47 feet;

Thence South 89°28'54" East for a distance of 603.00 feet;

Thence South 00°31'06" West for a distance of 683.19 feet;

Thence along the arc of a non-tangent curve, concave to the Northeast, whose radial bears South 89°38'03" East, having a radius of 280.26 feet, through a central angle of 09°56'18" for a distance of 48.61 feet to the **POINT OF BEGINNING**.;

Containing a total area of 638,146 square feet or 14.65 acres more or less.

The Basis of Bearing for this description is the California Coordinates System of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.

LICENSED LAND SURVEYOR
JEROME R. JONES
No. LS 4922
EXP. 12/31/12
STATE OF CALIFORNIA
01/20/12

EXHIBIT "B"

BASE RUTH BASEBALL.txt

Parcel name: BASE RUTH

```
        North: 2104873.3350          East : 6289960.9433
Curve  Length: 110.7423             Radius: 776.9999
        Delta: 8-09-58             Tangent: 55.4646
        Chord: 110.6476             Course: S 76-39-59 W
    Course In: S 09-15-02 E     Course Out: N 17-25-00 W
    RP  North: 2104106.4401          East : 6290085.8477
    End North: 2104847.8171          East : 6289853.2774
Line  Course: S 72-35-00 W  Length: 326.6884
        North: 2104750.0333          East : 6289541.5665
Curve  Length: 45.3981              Radius: 313.0000
        Delta: 8-18-37             Tangent: 22.7394
        Chord: 45.3592              Course: S 76-44-19 W
    Course In: N 17-25-00 W     Course Out: S 09-06-23 E
    RP  North: 2105048.6833          East : 6289447.8799
    End North: 2104739.6283          East : 6289497.4178
Line  Course: N 00-31-06 E  Length: 93.8619
        North: 2104833.4864          East : 6289498.2670
Line  Course: N 89-28-54 W  Length: 26.6466
        North: 2104833.7274          East : 6289471.6215
Curve  Length: 4.7228               Radius: 4.5000
        Delta: 60-07-55            Tangent: 2.6050
        Chord: 4.5090               Course: N 59-24-56 W
    Course In: N 00-31-06 E     Course Out: S 60-39-01 W
    RP  North: 2104838.2272          East : 6289471.6622
    End North: 2104836.0216          East : 6289467.7398
Curve  Length: 9.5469               Radius: 46.5000
        Delta: 11-45-48            Tangent: 4.7903
        Chord: 9.5301               Course: N 35-13-53 W
    Course In: S 60-39-01 W     Course Out: N 48-53-13 E
    RP  North: 2104813.2301          East : 6289427.2083
    End North: 2104843.8061          East : 6289462.2420
Curve  Length: 4.5223               Radius: 4.5000
        Delta: 57-34-49            Tangent: 2.4729
        Chord: 4.3344               Course: N 12-19-23 W
    Course In: N 48-53-13 E     Course Out: N 73-31-58 W
    RP  North: 2104846.7650          East : 6289465.6324
    End North: 2104848.0406          East : 6289461.3170
Line  Course: N 16-27-27 E  Length: 29.6664
        North: 2104876.4916          East : 6289469.7216
Curve  Length: 229.9805             Radius: 711.2829
        Delta: 18-31-32            Tangent: 116.0026
        Chord: 228.9799             Course: N 65-49-46 W
    Course In: N 14-54-28 E     Course Out: S 33-26-00 W
    RP  North: 2105563.8335          East : 6289652.7091
    End North: 2104970.2484          East : 6289260.8161
Line  Course: S 32-23-57 W  Length: 22.5448
        North: 2104951.2131          East : 6289248.7363
Line  Course: S 71-30-02 W  Length: 27.6485
        North: 2104942.4403          East : 6289222.5165
Line  Course: N 68-22-29 W  Length: 22.5010
        North: 2104950.7327          East : 6289201.5992
Curve  Length: 186.6726             Radius: 426.5000
        Delta: 25-04-39            Tangent: 94.8547
        Chord: 185.1849             Course: S 33-13-24 W
    Course In: N 69-18-55 W     Course Out: S 44-14-16 E
    RP  North: 2105101.3833          East : 6288802.5922
    End North: 2104795.8171          East : 6289100.1346
```

EXHIBIT "B"

```
                                BASE RUTH BASEBALL.txt
Line  Course: N 00-23-19 E  Length: 50.7690
        North: 2104846.5849          East : 6289100.4790
Line  Course: N 12-10-19 E  Length: 157.5840
        North: 2105000.6263          East : 6289133.7049
Line  Course: N 17-42-28 W  Length: 146.4040
        North: 2105140.0937          East : 6289089.1744
Line  Course: N 07-13-25 E  Length: 474.0169
        North: 2105610.3483          East : 6289148.7782
Line  Course: S 90-00-00 E  Length: 211.4743
        North: 2105610.3483          East : 6289360.2525
Line  Course: S 89-28-54 E  Length: 602.9993
        North: 2105604.8933          East : 6289963.2271
Line  Course: S 00-31-06 W  Length: 683.1917
        North: 2104921.7296          East : 6289957.0467
Curve  Length: 48.6125              Radius: 280.2574
        Delta: 9-56-18             Tangent: 24.3675
        Chord: 48.5518              Course: S 04-36-12 E
    Course In: S 89-38-03 E     Course Out: S 80-25-39 W
    RP  North: 2104919.9401          East : 6290237.2983
    End North: 2104873.3346          East : 6289960.9433

   Perimeter: 3516.1935   Area: 638,146 SQ.FT 14.650 AC

Mapcheck Closure - (Uses listed courses, radii, and deltas)
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  Error North: -0.00041              East : -0.00005
Precision  1: 8,790,487.0000
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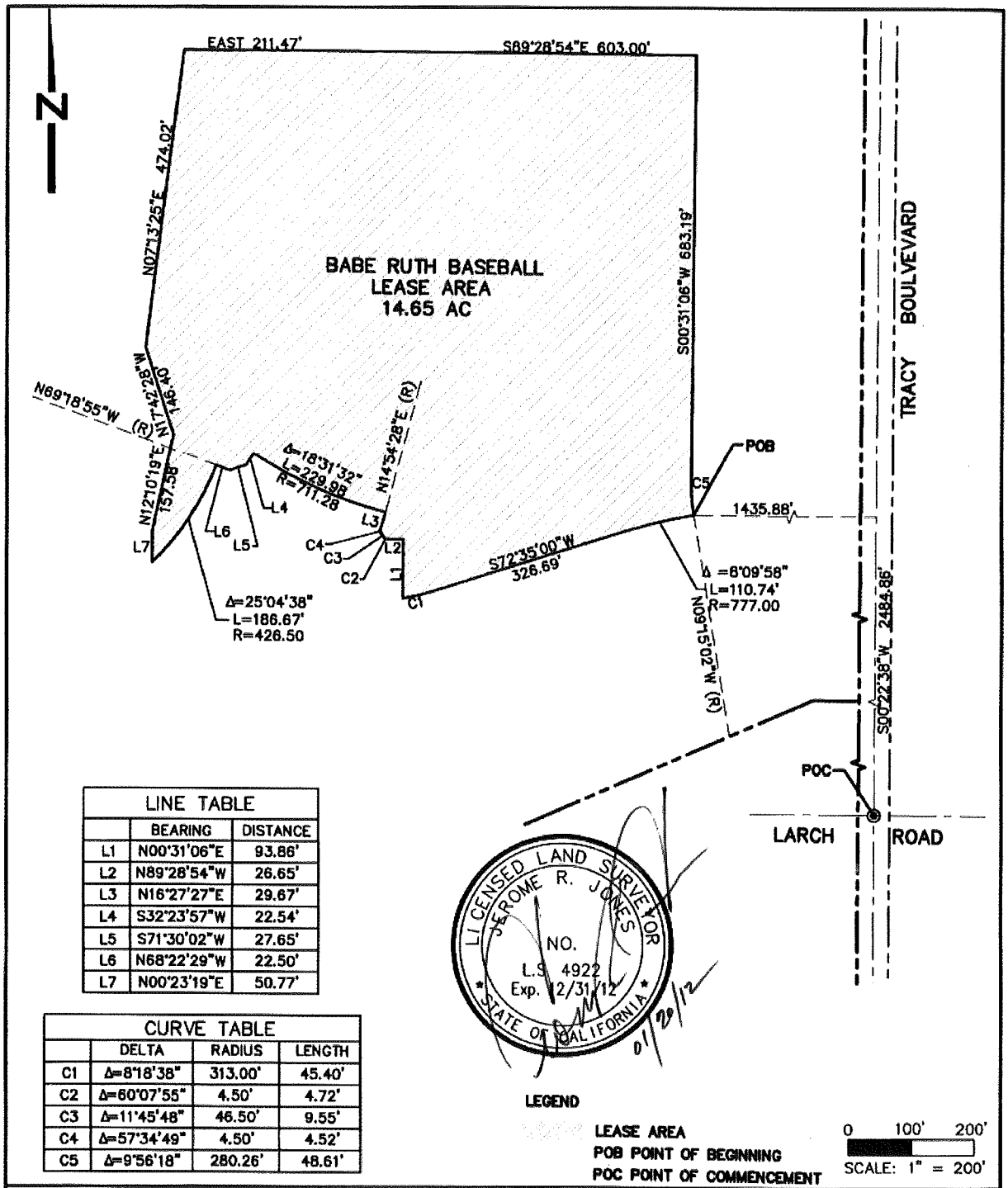


LINE TABLE		
	BEARING	DISTANCE
L1	N00°31'06"E	93.86'
L2	N89°28'54"W	26.65'
L3	N16°27'27"E	29.67'
L4	S32°23'57"W	22.54'
L5	S71°30'02"W	27.65'
L6	N68°22'29"W	22.50'
L7	N00°23'19"E	50.77'

CURVE TABLE			
	DELTA	RADIUS	LENGTH
C1	Δ=8°18'38"	313.00'	45.40'
C2	Δ=60°07'55"	4.50'	4.72'
C3	Δ=11°45'48"	46.50'	9.55'
C4	Δ=57°34'49"	4.50'	4.52'
C5	Δ=9°56'18"	280.26'	48.61'

NOLTE
BEYOND ENGINEERING

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SAN JOAQUIN COUNTY CALIFORNIA

PREPARED FOR: CITY OF TRACY DATE SUBMITTED: 01/20/2012

SHEET NUMBER 1 OF 1 SHEETS

JOB NUMBER SJB03500

EXHIBIT C

Maintenance Standards
Baseball Fields

(Agreement Section 1 and 8.)

TBR shall be required to fulfill the following maintenance standards on the Property, including any City-installed Infrastructure Improvements, unless amended by this agreement, on the Property:

1. Natural Turf Fields & Open Areas: (Warm-season turf/Bermudagrass)

a. Mowing – Turf shall be mowed at least one time per week to maintain a height of 1" inch to 1 ½" during the growing season (April - October), and shall be mowed a minimum of once per week if overseeded, or as needed during the dormant-season (November - March) to a height of 1" to 2".

b. Edging – Edging around walkways shall be completed once per month. Edging of the ball field infield (between the infield and turf) shall be completed once per month.

c. Aerating – TBR will evaluate the need to Aerate three times per year (March, June & September) and additionally as needed in high-traffic areas.
If needed, Aerator types should vary using deep-tine (if available), shallow hollow tine, and slice types. When plugs (from hollow tines) are pulled it is best to allow plugs to dry, then verticut and rag them as needed to distribute material evenly over the surface; overseed the affected areas as needed. If required, TBR will remove and replace with the proper sod the affected wear area(s) if the aeration & verticut process will not adequately resolve issues of thinning or worn turf. At a minimum aeration will occur no less than once every two years.

d. Thatch/Verticutting – Turf thatch shall be managed to maintain a thatch layer not to exceed 1" in thickness. An ideal range for the thatch layer is ½" – ¾" in thickness. A combination of aerating, verticutting and/or topdressing may be used to accomplish this goal.

e. Sweeping/Blowing – Turf shall be swept or blown as needed to remove grass clippings and/or pick up tree leaves if weather prevents routine mowing.

f. Fertilize – The turf areas shall be fertilized twice per year- during the fall (September-November) and in the spring (February-March).

g. Topdress – Turf shall be topdressed with clean topdressing sand or a mixture of topdressing sand and compost. This is recommended to be done a minimum of two times per year.

h. Overseed – Overseeding may be accomplished with perennial ryegrass once in fall (September/October) if desired to maintain green fields during the bermudagrass' dormant period. Other overseeding during growing season shall be performed as needed during the rest of the year.

i. Weed Control – Pre-emergent shall be applied two times per year (late-winter & mid-spring) and again in the fall if needed for winter annuals – timing of applications dependent upon weather. Post-emergent should be applied one time per year and as needed. Implementation of Integrated Pest Management (IPM) practices consistent with the City of Tracy IPM Guidelines (subject to change and available upon request) is required.

j. Pests and Diseases – Pests and diseases shall be controlled as needed and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

k. Miscellaneous Tasks
   i. Turf shall be rolled as needed to smooth rutted or uneven areas.
   ii. Vandalism repair shall be completed as needed.
   iii. Spot re-sodding to repair worn areas shall be accomplished as needed.
   iv. Filling low spots, where settling occurs, shall be completed as needed.
   v. The addition of "French" drains, when needed to alleviate small areas of standing water, shall be accomplished when need arises. This task may be combined with heavy topdressing in any low areas or areas of settling to displace accumulated water and make small adjustments in grade.
   vi. Wash in edges at transition areas of turf-infield skin surface to prevent development of a "lip" at the transition area.
   vii. Repaint foul lines as needed.

2. Infield Skinned Areas & Warning Tracks:

a. Repack Pitchers Mounds and Batters Boxes – Repacking pitchers mounds and batters boxes shall be completed daily and more frequently during heavy use periods or tournaments. Packing material should be a clay or mix designed for this purpose such as Stabilizer Solutions' Hilltopper Mound Clay or equivalent.

b. Drag Surface – Infield surfaces shall be dragged daily and more frequently during heavy use periods or tournaments.

c. Line – Infield lines shall be laid daily or as needed and more frequently during heavy use periods or tournaments. A powdered marking line product or field paint may be used. Lines on all turf surfaces shall be maintained visible for all play and shall be made with a paint product specifically designed for use on athletic turf surfaces. (A VOC-free, ecologically friendly product such as Pioneer Athletics' Ultra-Friendly Brite Stripe paints are recommended.)

d. Water – Infields shall be watered each day to maintain proper moisture level and more frequently during hot weather or during heavy use periods or tournaments. Moisture should be retained throughout the entire infield mix profile but without becoming muddy or sticky.

e. Nail Drag – Infield areas shall be "nail" dragged a minimum of once per week.

f. Cut and Fill Drag – A cut and fill drag shall be performed as needed to maintain a uniform surface.

g. Roll – Infield areas shall be rolled to compact the surface as needed.

h. Rake/Sweep/Wash-out Turf Edges – The infield/turf transition area shall be raked/swept/blown-out twice per month (combine with washing in of turf edges) to reduce/eliminate development of a 'lip' at turf edges. 'Lips' are to be washed out with water once per year and as needed.

i. Scarify and Drag Warning Tracks – Warning tracks shall be scarified and dragged one time per month and as needed.

j. Clean Field Drains – All field drains shall be cleaned at least two times per year, more if needed.

k. Re-grade to Establish Proper Drainage – At least once a year, the infield shall be re-graded to establish proper drainage.

l. Renovate – Once a year, the infield shall be renovated by adding infield mix with incorporated infield conditioning material. Infields shall be a mix of clay, cinders, sand and calcined clay in proportions appropriate for the specific site and to maintain a firm, consistent yet friable playing surface. Warning tracks shall consist of a mix of

cinder and clay in proportions appropriate for the specific site and that clearly differentiate the warning track surface from the turf and infield mix surfaces for player safety.

m. Add Infield Conditioning (Topdressing) Material (calcined clay) – Infield conditioning material shall be added to the infields as needed. Calcined clay is recommended.

3. Trees:

a. Pruning – Pruning of trees is critical due to the steady winds at the site. For the first three years trees shall be pruned once per year to develop tree structure. In years five through ten, trees shall be pruned every other year and as needed to maintain structure. After ten years, trees shall be pruned every 5 years to maintain tree shape/form and eliminate potential hazards. Additional pruning shall be completed as needed throughout the year to remove/redirect low hanging limbs or remove broken/dead branches. Suckers shall be removed as needed. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight. Root pruning shall be completed as needed once trees begin to mature.

b. Staking – All trees shall be re-staked and/or re-tied as needed.

c. Fertilize – All trees shall be fertilized once per year until fully established, then as needed.

d. Pest Control – Pest control prevention shall be performed annually on trees known to be susceptible to pests and as needed on all other trees. IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

e. Re-plant – Trees shall be re-planted as needed.

f. Re-training of Central Leaders – Central leaders shall be re-trained as needed if broken or vandalized.

g. Supplemental Watering – Supplement water shall be applied to trees as needed until they are established, then as needed.

4. Shrubs:

a. Prune – Hand prune as needed to control/confine growth appropriate genus' (varieties) to maintain natural shape as needed, between two and four times per year. Shear appropriate genus', dependent upon planting plan/design requirements, four to eight times per year. Renovation prune appropriate genus' once every two years. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight.

b. Fertilize – All shrubs shall be fertilized twice per year until established, and then one time per year and as needed.

c. Apply Plant Growth Regulators (PGR's) – Plant growth regulators may be applied twice per year on shrubs that are tolerant.

d. Pest Control – Pest control measures shall be taken as needed and IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

e. Weed Control – Weed control measures shall be taken in shrub beds a minimum of once per month, more often as needed. They will be performed consistent with City IPM Guidelines.

f. Re-mulch Beds – Shrub beds shall be re-mulched once per year or as needed.

5. Perennials & Biennials:

a. Prune – Fall clean-up pruning shall be accomplished once per year. Deadheading shall take place as needed.
b. Fertilize – Perennials and biennials shall be fertilized twice per year.
c. Pest Control – Pest control measures shall be taken consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
d. Replant – Replanting shall take place as needed.
e. Divide – Perennials and Biennials shall be divided once every three to five years to rejuvenate.
f. Weed Control – Weed control measures shall be taken in planter beds twice per month consistent with City IPM Guidelines.
g. Re-mulch Beds – Planter beds shall be re-mulched once a year or as needed.

6. Annuals:

a. Replant – Annuals shall be replanted two to three times per year.
b. Deadhead – Shall be accomplished two times per month.
c. Fertilize – Annuals shall be fertilized four to six times per year.
d. Pest Control – Pest control measures shall be taken as needed and in accordance with consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed control measures shall be taken in annual beds twice a month and consistent with City IPM Guidelines.

7. Groundcovers:

a. Edge – Groundcover beds shall be edged six to eight times per year or as needed.
b. Mow, Trim or Prune – Groundcovers shall be mowed or pruned one to two times per year.
c. Fertilize – All groundcover shall be fertilized two times per year.
d. Pest Control – Pest control measures shall be taken as needed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed abatement shall be completed once per month or as needed consistent with City IPM Guidelines.

8. Irrigation System:

a. Check and Adjust Program – Check and adjust on a daily basis.
b. Make Repairs – Make repairs daily as needed.
c. Field Check and Adjust Sprinklers – Check and adjust field sprinklers a minimum of once per week and as needed.
d. Spot Water – Spot water areas on a daily basis as needed.
e. Clean Controllers/Enclosures – Clean controllers at least twice per year.
f. Winterize System – Winterize the irrigation system each year in November or December depending upon weather. This includes wrapping of backflows to prevent freezing.
g. System Start-up – Start up the irrigation system each spring. Re-check all sprinkler patterns, arcs, etc. to ensure best performance and efficiency of system.
h. Service Backflow Devices – Test/check backflow devices annually and as required by applicable regulations.
i. Clear/Repair Backflows – Clear and/or repair backflow devices as needed and as required by applicable regulations.

j. Service Booster Pumps – Service and adjust irrigation booster pumps a minimum of annually – more frequently if needed or recommended by manufacturer.
k. Pest Control – At least four times per year, perform pest control measures for ants, spiders, etc.

9. Restrooms:

a. Clean and Disinfect – Clean and disinfect restrooms daily during operating season; more frequently as needed during heavy use periods and tournaments. Does not apply to portable toilets and service which are to be serviced on an as needed basis to keep portable toilet clean and in useable condition.
b. Restock – Restock restrooms daily and as needed.
c. Spot-scrub Walls – Spot scrub walls weekly or as needed.
d. Repaint/Coat Floors – Repaint/recoat floors once per year or as needed.
e. Touch-up Paint – Touch-up paint twice per year or as needed.
f. Repair Vandalism & Remove/Cover Graffiti – Immediately as needed.
g. Repair Sinks, Urinals, Toilets & Privacy Panels – Repair as needed.
h. Service Floor Drains – Once per year service floor drains.
i. Pest Control – Pest control measures shall be taken four times per year and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

10. Buildings:

a. Empty Garbage Cans – Trash cans shall be emptied daily or more often if needed.
b. Dust – Facility shall be dusted once per month or more if needed.
c. Clean Windows – All windows shall be cleaned two times per year or as needed.
d. Vacuum/Sweeping – Buildings shall be vacuumed and/or swept daily or more often if needed.
e. Other Custodial Services – All other custodial services shall be completed as needed.
f. Service Air Conditioners and Heaters – Air conditioners and heaters shall be serviced one time per year. Replace system filters four times per year or more frequently if needed.
g. Replace Light Bulbs/Lamps – Light bulbs and/or lamps shall be replaced immediately as needed.
h. Service Fire Sprinklers and Extinguishers – Fire sprinkler systems and fire extinguishers shall be tested/serviced annually and as required by code.
i. Touch-up Paint – Paint touch-up shall be accomplished as needed.
j. Clean Roofs, Roof Drains and Gutters – Building roofs, drains and gutters shall be cleaned once per year and as needed.
k. Concession Area – Stoves, hoods, vents, fire sprinklers, refrigerators, and freezers shall be serviced/tested annually. Ice machines, grease traps and floor drains shall be serviced a minimum of four times per year and as needed. Maintain in a clean and sanitary condition at all times.
l. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

11. Dugouts:

a. Clean/Blow Out – Each day, dugouts shall be blown out.
b. Wash Down/Pressure Wash – Dugouts shall be washed down with high pressure water once or twice per month as needed.

c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
d. Touch-up Paint – Dugouts shall have paint touched-up twice annually and as needed.
e. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
f. Repair/Replace Shade Fabric – Repair and/or replace dugout shade fabric as needed.
g. Clean Misters – Remove and soak to clean calcium deposits from hard water at least one time per year or as needed.
h. Repair/Replace Misters – as needed.

12. Bleachers/Grandstands:

a. Clean/Blow Out – In, under and around the bleachers/grandstands shall be blown out as needed when trash or debris is observed.
b. Wash Down/Pressure Wash – In, under and around the bleachers/grandstands shall be washed down with high pressure water as needed to maintain clean sitting areas. Sanitize as needed.
c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
d. Touch-up Paint – Bleachers/grandstands shall be touched-up with paint as needed to maintain an acceptable and neat appearance.
e. Pest Control – Pest control measures shall be performed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

13. Walkways:

a. Blow Off – All walkways around turf areas shall be blown off two to three times a week or as needed. Such areas around bleachers/grandstands shall be blown off as needed to keep walkways clear of debris.
b. Pressure Wash/Scrub – Walkways shall be washed down with high pressure water as needed to keep walkways clean and in good appearance.
c. Repair Cracks, etc. – Repair cracks, trip hazards, etc. as needed.
d. Repair/Replace Pavers – Repair/replace pavers as needed.

14. Backstops, Fences and Netting:

a. Inspect – All backstops, fences and netting shall be inspected monthly.
b. Repair – Repairs to backstops, fences and netting shall be performed as needed.
c. Tighten Chain Link Tensioners Where Appropriate – Tightening shall occur at least twice per year and as needed.
d. Repaint All Wood and Metal Surfaces – All painted surfaces on backstops, fences and netting shall be re-painted as needed to maintain a clean and newer appearance.
e. Replace Wood – Any wood on backstops and/or fences shall be replaced every 5 years or as needed.
f. Clean and Treat Protective Padding – Any protective padding on backstops and/or fences shall be cleaned and treated at least once per year.
g. Replace Fence Guards on Chain Link Fences – Fence guards shall be replaced as needed.

15. Security Lights:

a. Inspect Operation – Twice per month, operation of security lights shall be checked routinely.
b. Replace Bulbs/Lamps – All light bulbs/lamps shall be replaced as needed depending on fixture type or as per manufacturer's recommendation.
c. Program – Re-program security lights monthly or as needed.

16. Playing Field Lights:

a. Inspect Operation – Inspect and check operation of field lights twice per month.
b. Check Alignment and Re-aim – Check alignment and re-aim field lights once every five years or as needed.
c. Replace Bulbs/Lamps – Replace field lights once 15% of lamps on an individual pole malfunction or burn out and as needed to maintain proper foot candle output on each field.
d. Repair Field Lights – Repair lights and lighting system as needed to maintain proper function. This includes any repairs made necessary due to vandalism.
e. Program – Program field lights weekly or as needed.

17. Signs/Signage and Scoreboards:

a. Inspect and Repair/Tighten – Inspect, repair and tighten hardware on all signs and scoreboards as needed.
b. Replace – Replace any signs and scoreboards as needed.
c. Remove Graffiti – Remove graffiti from signs within 48 hours.

18. Parking Lots:

a. On City's parking lots, designated for use with the TBR property, TBR shall clean up any debris incurred from TBR's events.

19. Playgrounds:

a. Minor Inspection – daily
b. In-depth Inspection – 1x/month
c. Certified Inspection – as required
d. Fill Low Spots/Holes Under Play Equipment – 1x/week and as needed (fiber/wood/rubber mulch and sand only)
e. Repair Damaged Pour-in-Place Surfacing – as needed
f. Repair Play Equipment – as needed
g. Replace Wear Points (swing S-hooks, etc.) – as needed
h. Remove Graffiti – as needed
i. Clean and/or Sanitize Playground Equipment and Surfacing – as needed

20. Park Amenities:

a. Drinking Fountains – Clean all drinking fountains once per month. Polish drinking fountains two times per year. Clear drinking fountain drain as needed. Repair as needed. Winterize drinking fountains in November depending upon weather to prevent freezing. Start fountain up in March or once threat of freezing has past.
b. BBQ's – Empty BBQ's daily or as needed. Clean/pressure wash – monthly or as needed. Repair – as needed.

c. Benches and Tables – Remove graffiti within 48 hours. Inspect benches and tables monthly. Repair damage as needed. Repaint/seal benches and tables as needed. Replace as needed.
d. Shade Structures – Clean - 2x/year. Inspect – 1x/year

21. General:

a. Litter Pick up – All litter is to be picked up daily and as needed.
b. Garbage Cans – Garbage Cans shall be emptied daily or as needed. During heavy use periods and tournaments empty two to three times per day minimum or as needed.
c. Wash Out Dumpster Areas – Dumpster areas shall be washed out and sanitized with pressure washer twice per year and as needed. Dumpsters must be emptied on a routine basis and not allowed to overflow or stagnate.
d. Graffiti Abatement – Remove/cover within 48 hours of occurrence and as needed.
e. Vandalism Repair – Vandalism shall be repaired as soon as possible, within 30 days of occurrence, or immediately if it poses a safety issue.
f. Gopher/Rodent Control – Gopher/Rodent control measures shall be taken twice per month and as needed.
g. Recycling of Cans, Bottles, Cardboard, etc. – An active recycling program must be in place and operating at all times for all recyclable materials.
h. Stormwater Runoff Requirements – All State and Federal stormwater runoff regulations must be followed at all times.
i. Air Impact Assessment (AIA) – All San Joaquin Valley Air Pollution Control District regulations must be followed at all times. An Air Impact Assessment (AIA) Application must be completed, and reporting requirements followed, for ongoing operations.

EXHIBIT D

Process for Use of Facilities by Other Tracy Youth Sports Programs
(Agreement Section 5.2.1)

1. Receive request from other programs/organizations operating within the City of Tracy on or before January 15th of each year for the upcoming year.
2. Check availability for submitted request.
3. If not scheduled for event or previous commitment, request insurance coverage for outside organization and evaluate request dates/times.
4. Create sanctioning agreement for use between TBR and other organization.
5. If all approved, collect funds for proposed use and confirm in writing with other organization.
6. Any requests for use submitted after January 15th, will be granted on an "as available" basis.
7. Charge field rental rates within 10% +/- of City non-profit fees for field rentals (subject to change by City Council).
    a. The field rental rates does not imply that additional services such as those provided by the City will be offered including charges for staffing, lights, field preparation and temporary fencing.
    b. A Security and Key Deposit may be required by TBR and will be consistent with the amount collected by the City for similar deposits (subject to change by City Council).

City Fees and Deposits as of 3-1-12

Use Fees: Following are the fees established for use of City sports fields:

USER CLASS	LEAGUE/INDIVIDUAL FEES	TOURNAMENT FEES
Tracy Youth Non-Profit	$5 per hour/per field $7 per hour for lights Staff $25 per hour (for Complex) $100.00 Security Deposit for practices and games	$60 per field/per day $10 per hour/per field for lights Staff $25 per hour (for Complex) $400.00 Security Deposit for tournaments

EXHIBIT "E" TO STAFF REPORT

Future Lease Site Identification
(Agreement Section 16)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North 00°22'38" East for a distance of 2335.64 feet;

Thence leaving said centerline, WEST for a distance of 2295.01 feet to the **POINT OF BEGINNING;**

Thence from said Point of Beginning along the following nine (9) courses and distances:

1. WEST for a distance of 428.52 feet;
2. NORTH for a distance of 165.57 feet;
3. North 00°40'44" East for a distance of 730.17 feet;
4. EAST for a distance of 467.85 feet;
5. South 07°13'25" West for a distance of 474.02 feet;
6. South 17°42'28" East for a distance of 146.40 feet;
7. South 12°10'19" West for a distance of 157.58 feet;
8. South 00°23'19" West for a distance of 50.77 feet;
9. South 00°28'01" East for a distance of 81.16 feet to the **POINT OF BEGINNING.**

Containing a total area of 393,150 square feet or 9.025 acres more or less.

The Basis of Bearing for this description is the California Coordinates System of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.

LICENSED LAND SURVEYOR
JEROME R. JONES
No. LS 4922
EXP. 12/31/12
STATE OF CALIFORNIA

1/20/12

Exhibit "B"

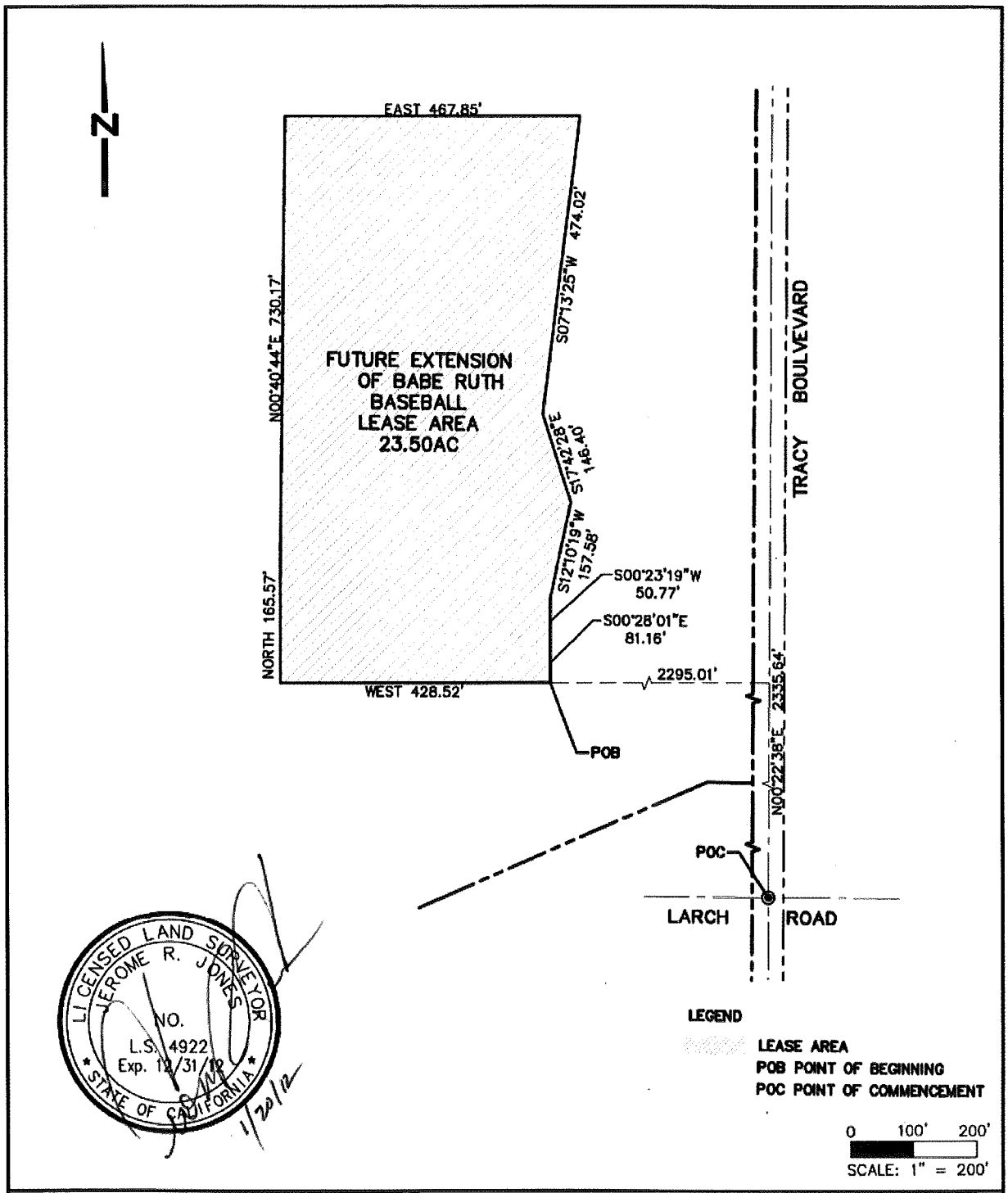
FUTURE EXT BASEBALL.txt

Parcel name: FUTURE EXTENSION OF BASE RUTH BASEBALL LEASE AREA

```
   North: 2104714.6634        East : 6289100.7973
Line  Course: N 90-00-00 W  Length: 428.5158
        North: 2104714.6634          East : 6288672.2815
Line  Course: N 00-00-00 E  Length: 165.5678
        North: 2104880.2312          East : 6288672.2815
Line  Course: N 00-40-44 E  Length: 730.1694
        North: 2105610.3493          East : 6288680.9330
Line  Course: S 90-00-00 E  Length: 467.8473
        North: 2105610.3493          East : 6289148.7803
Line  Course: S 07-13-25 W  Length: 474.0169
        North: 2105140.0947          East : 6289089.1764
Line  Course: S 17-42-28 E  Length: 146.4040
        North: 2105000.6273          East : 6289133.7070
Line  Course: S 12-10-19 W  Length: 157.5840
        North: 2104846.5859          East : 6289100.4810
Line  Course: S 00-23-19 W  Length: 50.7690
        North: 2104795.8181          East : 6289100.1367
Line  Course: S 00-28-01 E  Length: 81.1573
        North: 2104714.6635          East : 6289100.7981

   Perimeter: 2702.0315   Area: 393,150 SQ.FT 9.025 AC

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0008                Course: N 83-07-36 E
  Error North: 0.00009                East : 0.00077
Precision  1: 3,377,539.3750
```



NOLTE
BEYOND ENGINEERING
[illegible] GATEWAY PLACE, SUITE 100 SAN JOSE-CA-95110
408.[illegible] TEL 408.[illegible] FAX WWW.NVS.COM

EXHIBIT "B"

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

SAN JOAQUIN COUNTY CALIFORNIA

PREPARED FOR: CITY OF TRACY DATE SUBMITTED: 01/20/2012

SHEET NUMBER 1 OF 1 SHEETS

JOB NUMBER SJB03500

RESOLUTION_____

APPROVING PROPERTY DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY BABE RUTH, INC. FOR CONSTRUCTION AND MAINTENANCE OF SPORT FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy is interested in developing youth sports playing fields at the proposed Holly Sugar Sports Complex; and

WHEREAS, The Tracy Babe Ruth (TBR) has expressed an interest in constructing youth baseball fields at the Holly Sugar Sports Complex; and

WHEREAS, The City of Tracy and TBR have agreed to a design for these youth baseball fields and a specific area within the Holly Sugar Sports Complex for construction of these baseball fields; and

WHEREAS, On March 1, 2011 the City Council approved a Memorandum of Understanding with TBR for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement for construction of fields and ongoing maintenance and operations of fields; and

WHEREAS, The City of Tracy and TBR have negotiated a Property Development and Lease Agreement to allow for TBR to construct and provide ongoing operations and maintenance of youth sports fields.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves a Property Development and Lease Agreement with Tracy Babe Ruth relating to the lease of property within the complex and construction of sports fields and related amenities

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

ATTACHMENT C

PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Futbol Club

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PROPERTY DEVELOPMENT AND LEASE AGREEMENT
Between City of Tracy and Tracy Futbol Club

This Property Development and LEASE AGREEMENT ("Agreement") is entered into on _____, 2012 between the City OF TRACY, a municipal corporation ("City"), and Tracy Futbol Club, a California non-profit corporation formed as a youth sports organization ("TFC").

RECITALS

A. City owns approximately 166 acres of land located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex ("Sports Complex"), designated for development as a youth sports complex. Assessor's Parcel Number 212-15-0001. The Sports Complex property is currently located in and subject to the jurisdiction of San Joaquin County, and the City intends to annex this property into the City in the future. (See Exhibit A.)

B. TFC is a California non-profit corporation, formed as a youth sports organization, whose membership includes various youth and their families within the Tracy area.

C. The City has completed a master plan for the sports complex layout, including environmental work. City has also completed improvement plans, specifications and construction documents for Phase 1 of the Sports Complex on approximately 70.2 acres (of the 166-acre site). It is the City's intention to undertake certain Infrastructure Improvements for Phase 1 which would allow eligible sports organizations to proceed with Facility Improvements to their individual areas.

D. City desires to lease portions of the Sports Complex property to TFC, and TFC desires to lease the property from City for the purpose of developing, maintaining and operating youth sports fields to meet local needs. The portions of the Sports Complex property which are subject to this Agreement total 9.55 acres and are shown on the diagram and legal description attached as Exhibit B (the Property).

E. City currently does not have funds available to develop the planned fields on the Property and through negotiations with TFC has come to an agreement for TFC to develop the planned fields on the described property to benefit TFC's members, the City and its residents.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **DEFINITIONS.** In this Agreement:

"Facility Improvements" means those improvements to be installed and maintained by TFC on the Property, including: the buildings and fixtures, and the improvements to the fields on the Property. These are shown on the Holly Sugar Sports Complex construction plans and specifications, previously provided to TFC for review and comment. (TFC's maintenance responsibility does not include any City-installed Infrastructure Improvements located on the Property unless by amendment to this agreement.)

"Infrastructure Improvements" means those improvements to be installed and maintained by the City for Phase 1 of the Sports Complex development as shown on the Holly Sugar Sports Complex construction plans and specifications, (and previously provided to TFC for review and comments), including: widening Tracy Boulevard; mass grading; paved internal roadways; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open areas. (Note: TFC's maintenance responsibilities include maintenance of any Infrastructure Improvements located on the Property. See Section 8 and Exhibit C.)

"Maintenance Standards" means the maintenance standards applicable to TFC's Property, as set forth in Exhibit C. (See also Section 8.)

"Phase 1" means the first phase of development of the Sports Complex, to include approximately 70.2 acres on the easterly portion of the Sports Complex, adjacent to Tracy Boulevard, as shown on the Holly Sugar Site Diagram at Exhibit A.

"Phased Development Plan" means TFC's Phased Development Plan which will be submitted to the City by October 1, 2012. TFC intends to complete the improvements in phased development as long as each phase is independent of other phases and complies with all safety regulations. The plan will include the phasing elements and timeline in order to meet the construction timeline requirements in Section 7.2. Phased Development Plan updates will be completed and provided to the City on a quarterly basis.

"Property" means the 9.55 acre site which is the subject of this Agreement, for Facility Improvement development and use by TFC, as shown in the diagram and legal description attached as Exhibit B.

"Sports Complex" means the approximately 166 acre site located near the corner of Tracy Boulevard and Sugar Road, commonly known as the Holly Sugar Youth Sports Complex and designated for development as a youth sports complex. (Assessor's Parcel Number 212-15-0001.) (See Exhibit A.)

2. **TERM.** The term of this Agreement will commence on the date that the Tracy City Council approves a Notice of Completion for the Holly Sugar Sports Complex infrastructure development project (CIP #78115) and will continue for a period of approximately fifteen years ending December 31, 2027 unless otherwise terminated by either party in advance as specified in Section 14. At the end of this lease term, upon TFC's request and satisfactory fulfillment of all terms of this lease, the City Council shall, in writing, renew this agreement for an additional ten-year period.

3. **LEASE PAYMENT.** TFC agrees to pay City a fixed rate, annual lump sum of $1,432.50 as rent for the Property ($150.00 annually times 9.55 acres), with annual payment beginning the first of the following month after the City issues its notice of completion for the Infrastructure Improvements. Payment must be made within 15 days of said date. Starting in the fifth year of TFC making lease payments and annually thereafter, the lease payment shall be adjusted to the lesser of either (1) the annual cumulative change in Consumer Price Index since December 31, 2012, or (2) a three-percent per year increase. Hereinafter, "CPI" shall mean the Consumer Price Index for all Urban

Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area (1982-84 = 100), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor.

At no time will the lease amount be decreased by a CPI adjustment. In the event there is a decrease in the CPI, the lease amount for the year in question shall be the same as the Rent for the preceding year.

Payment shall be sent to:
Finance Department
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

4. **PROPERTY:** City leases to TFC, and TFC leases from City, the Property identified in Exhibit B.

5. **USE.** TFC agrees to develop the Facility Improvements, maintain and operate the Property exclusively for the purposes of conducting youth sports practices, games and tournaments, all at TFC's own cost and expense. TFC shall, within the limitations set forth in this Agreement, determine the use schedule and fees of the Property, in an effort to meet community sport field needs.

5.1 Use. Use of the Property shall conform to all applicable rules and regulations governing the property, including, but not limited to, local building and fire codes. TFC shall provide restroom facilities, drinking fountains, trash cans (including trash collection) and all other required site amenities.

5.2 Rental of Property.

5.2.1 Use by Tracy youth sports organizations. TFC shall make the Property and Facility Improvements available to other Tracy youth sports organizations for rates within 10% of City non-profit fees for field rentals as identified in the annual City Operating Budget (subject to annual change by City Council). The Process for Use of Facilities by Other Local Youth Sports Programs is described in Exhibit D.

5.2.2 Use by other youth sports organizations. TFC may rent any portion of the Property to youth sports organizations from outside the City for the purpose of hosting youth sports functions. TFC need not obtain prior written permission by City, and may charge a fee for the rental, all at TFC's sole discretion.

5.3 Fees. TFC is authorized to charge a reasonable fee to the public or any individual to enter onto the Property for a sports league event. Persons not associated with viewing the game shall be allowed to pass without any fee. TFC may not charge parking fees. The City reserves the right to rent parking lots and charge/collect parking fees at events run by the City.

5.4 Safety and security. TFC is responsible for safely securing the Property, Facility Improvements and all personal property and associated equipment, and for safely storing all chemicals and other hazardous materials in accordance with Federal, State and local laws. TFC is responsible for monitoring use of the Property.

5.5 Trash. TFC shall keep the Property free and clear of all rubbish, trash and other debris or weed growth generally considered to be foul, noxious or objectionable to facility attendees or the City.

5.6 Temporary facilities. TFC has the right to install and use temporary facilities (i.e. storage sheds, portable restrooms and/or concessions) upon prior written approval of the City Public Works Director, until permanent facilities are provided by TFC.

5.7 Naming rights. TFC shall have the right to temporarily name its Facility Improvements located within the Property during the term of this Agreement, and to collect any naming right fees associated with such naming of Facilities. Any regulations pursuant to signage shall apply. Signage must comply with the Sports Complex construction specifications and with the City's zoning ordinance. The City reserves the right to name the Sports Complex including collecting any naming right fees associated with such naming of Sports Complex.

5.8 Concessions. TFC shall have the right to sell concession items on the Property during events, subject to applicable laws and regulations. Such items shall be limited to standard food and drink products and souvenir items generally associated with sporting events. The sale and possession of alcoholic beverages are prohibited on the Property as well as anywhere within the Sports Complex.

5.9 City use. TFC agrees to permit the City to utilize the Property a maximum of up to 10 full days each year provided that City requests such use on or before December 15th of the year prior to the City's intended use, and when such use does not unduly interfere with TFC's planned activities. City may request the use after December 15th and TFC will allow this if the requested days are available. Such uses include City run tournaments and special events. TFC will maintain the fields in an acceptable manner for such use. The City will prepare any fields and will also clean up the area after City use. City will be allowed to use any permanent used restrooms. TFC will provide clean and stocked restrooms and City will restock and clean after City use. The use of the Property does not include any concession stand, maintenance shed or equipment.

5.10 Maintain non-profit status. TFC shall maintain its status as a non-profit entity in good standing with the California Secretary of State.

6. CITY RESPONSIBILITIES.

6.1 Development.

6.1.1 Construction Plans. City shall prepare the Holly Sugar Sports Complex construction plans and specifications, which shall guide/govern the development of the Property and the Sports Complex.

6.1.2 Infrastructure Improvements. City shall, at its own cost, develop the Infrastructure Improvements for Phase 1 of the Sports Complex as identified in the Holly Sugar Sports Complex construction plans and specifications. Such development shall include but is not limited to: widening Tracy Boulevard; mass grading; paved internal roadways and associated landscape areas; gravel parking areas; main utility lines stubbed out to the Property (irrigation water and potable water; sanitary sewer; electric and telephone conduit); and retention areas and open spaces as identified in the plans.

6.1.3 Scheduling. The Infrastructure Improvements are schedule to be completed by end of 2012.

6.2. Maintenance. City shall, at its own cost, maintain the Infrastructure Improvements (internal roads, parking areas and all landscape areas associated therewith, utilities to the stubbed area, retention areas and open spaces) which are outside the Property, unless by amendment to this agreement.

6.3. Utilities. City shall provide irrigation water for the Property.

7. TFC'S DEVELOPMENT RESPONSIBILITIES.

In this Agreement, "Facility Improvements" means the buildings and fixtures installed on the Property, and the improvements to the fields on the Property. (See Section 1.) These are shown on the Holly Sugar Sports Complex construction plans and specifications.

TFC agrees to construct and install the Facility Improvements on the Property according to the schedule set forth at Section 7.2 and under the terms of this Section 7.

At the time of expiration or termination of this Agreement, all fixtures installed or additions and improvements made to the Property become City's property without compensation or payment to TFC, and City may require that TFC remove any Facility Improvement that the City deems necessary.

7.1 Construction/installation. TFC agrees to construct and install all the Facility Improvements on the Property per City provided specifications and plans, unless otherwise approved in writing by the City.

7.2 Timetable. It is anticipated that TFC shall complete the development of the Facility Improvements in phases. Each phase will be self-contained and meet all code and safety requirements. The plans prepared by the City's Consultant only reflect the ultimate improvements without any phased work. The extent of work in each phase may depend upon the availability of league funds. All sports fields in TFC's leased area shall be constructed suitable for league play within five years after the City issues its notice of completion for the Infrastructure Improvements. TFC will construct fields and substantially complete related facilities adhering to City approved construction documents within the term of the agreement (approximately fifteen years). Failure to substantially conform to the timetable and the Phased Development Plan constitutes a breach of this Agreement.

7.3 Licenses and permits. TFC shall obtain and pay for any required permits and licenses required for construction of the Facility Improvements and any inspection of the construction. However, the City shall waive the costs for any City permits and licenses that may be required. (This waiver does not include utility connection fees and/or County permit fees.)

7.4 Construction requirements. TFC shall fulfill all State and local policies, rules and regulatory requirements pertaining to site construction, including by not limited to:

7.4.1 SWPPP. TFC shall provide to the City, both electronically and in hard copy, permit registration documents (PRDs) and project Notice of Intent (NOI) information sufficient to obtain a waste discharge identification number. TFC's contractor shall prepare a stormwater pollution prevention plan (SWPPP) in accordance with the requirements of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CGP) Order # 2009-0009-DWQ. Contractor shall have the SWPPP prepared by a Qualified SWPPP Developer (QSD), as defined in the CGP, according to the assessed Risk Level determined by the QSD, and shall fulfill all other requirements of the State Water Resources Control Board pursuant to waste water discharge. A Qualified Stormwater Practitioner (QSP) is required for Implementation and Maintenance of the SWPPP for compliance with the CGP. Therefore, TFC shall provide the name, address, contact number and qualifications of the QSP to the City prior to commencement of any construction activity.

7.4.2 San Joaquin Valley Air Pollution Control District Air Impact Assessment (AIA) Application. In accordance with San Joaquin Valley Air Pollution Control District (SJVAPCD) Rule 9510, City of Tracy has obtained the approval letter of Air Impact Assessment (AIA) application for the Holly Sugar Sports Complex Project from SJVAPCD during the development phase. Copy of the application and approval letter has been provided to TFC. TFC shall comply with the provisions of SJVAPCD Rule 9510 as outlined in the City application and approval letter during the construction of the sports fields. Failure to comply may result in notice of violation or fines to the City. After the construction phase is complete TFC will complete its own application for ongoing operations which may incur some fees from SJVAPCD.

7.4.3 Construction insurance. TFC shall provide construction insurance when utilizing contractors, naming City as an additional insured.

7.4.4 Bond. TFC shall not act or fail to act in a manner resulting in any lien affecting the Property. TFC shall also provide to City a bond executed by a corporation authorized to issue surety bonds in the State of California in a sum equal to the amount of the construction contract, to protect the City against any type of prohibited lien (mechanic's, vendor's, laborer's, material supplier's or other similar lien arising from work, labor, services,

equipment or materials supplied to Lessee). The bond shall protect the City against the amount of the lien; the claimant's costs of suit in the action, if he recovers; and the City's costs of defending any action related to the lien.

7.5 Public access. TFC shall allow public access to, from and across parking and concession areas.

8. TFC'S MAINTENANCE OF PROPERTY. From the Commencement Date of the Primary Term of this Agreement, TFC is responsible for the maintenance, repair and cleanup of the Property. TFC further agrees that:

8.1 Liable for damage. TFC shall be liable for any and all damage to the Property, unless caused exclusively and directly by City.

8.2 Standards for maintenance and operation. TFC shall maintain and operate the Property to the Maintenance Standards as specified in Exhibit C.

8.3 Maintenance of landscaping. TFC is responsible for the care and maintenance of any turf, trees, shrubs or other plants placed on the Property by either it or the City, in accordance with the Maintenance Standards in Exhibit C, except for any landscaping associated with the parking areas as set forth in paragraph 6.1.2.

9. UTILITIES. TFC is responsible for the payment of any connection, service and monthly fees associated with utilities at the Property, except for irrigation water which will be paid by the City.

10. HOLD HARMLESS. TFC shall defend, indemnify, and hold City, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance or inverse condemnation, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole negligence of City.

11. INSURANCE. TFC shall procure and maintain, for the duration of the Agreement, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with TFC's operation and use of the leased Property. The cost of such insurance shall be borne by TFC. (This requirement is in addition to the construction insurance and bond required by Sections 7.5.2 and 7.5.3.)

11.1 Coverage shall be at least as broad as:

General 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 TFC's use of the property.

Property insurance against all risks of loss to any tenant improvements or betterments.

11.2 TFC shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury or property damage.

Property Insurance: Full replacement cost with no coinsurance penalty provisions.

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 TFC shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees or volunteers.

11.4 Each insurance policy required under this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

11.5 Each insurance policy required under this Agreement shall list City as an additional insured.

11.6 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

11.7 TFC shall furnish City with original certificates and endorsements affecting coverage required under this 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 Agreement commences.

12. TAXES. TFC shall pay, when due, any real property taxes levied against the leased Property as a result of any possessory interest taxes which may be imposed on the Property. This provision constitutes written notice to TFC pursuant to California Revenue and Taxation Code Section 107. City shall not be responsible for payment of any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Agreement or as otherwise required by City.

13. ENTRY AND INSPECTION. City reserves the right to enter the Property at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements (c) to supply necessary services, (d) when City reasonably believes that the TFC has abandoned or surrendered the Property, (e) to inspect the Property for compliance with this Agreement, (f) pursuant to court order, or (g) for necessary tests or surveying. When entering the Property, City shall take care to minimize disruption to TFC's operations and the Facilities Improvements. City agrees to provide notification to TFC of any approved entries to Property that City has given to any third party.

14. TERMINATION; DEFAULT.

14.1 Termination. The City may terminate this Agreement for default by TFC. TFC may terminate this Agreement voluntarily by giving at least 120 days advance written notice to City.

14.2 Default. The occurrence of any of the following events shall constitute a default by TFC:

14.2.1. Failure to pay lease payment annually when due. (See Section 3.)

14.2.2 Failure to substantially complete the Phased Development Facilities Improvements in compliance with Section 7.2 and the Phased Development Plan.

14.2.3. Failure to perform any other provision of this Agreement, if the failure to perform is not cured within 30 days after written notice is given by City to TFC. If the failure to perform cannot reasonably be cured within 30 days, TFC shall not be in default if TFC commences to cure the default within the 30 day period and diligently continues to cure the default.

14.3 Notice to cure. If TFC defaults on the payment of any installment or rent or of any amount owed to City, or defaults on the performance of any covenants or conditions of this Agreement, City may serve on TFC a 30-day notice in writing to cure the default or quit the Property. If TFC fails to do either, City may bring a statutory proceeding in unlawful detainer to regain possession of the Property.

15. MISCELLANEOUS.

15.1 Regulations. TFC's use of the Property shall comply with all Federal, State and local rules, regulations, laws, ordinances, and directives of competent authority applicable to the Property.

15.2 Waiver. The waiver by either party of any provision or condition of this Agreement shall not be construed to be a waiver of any other provision or condition of this Agreement and shall not preclude the other party from demanding performance in accord with the other terms, nor shall any such waiver be construed to be permanent unless the waiver is in writing and signed by both City and TFC.

15.3. Force Majeure. Except as to the payment of rent and for damages chargeable to the responsible party, neither City nor TFC 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, lockouts and any delay due to those causes and shall not be deemed a breach of or default in the performance of this Agreement.

15.4. Relationship Of Parties. The relationship between City and TFC shall always and only be that of lessor and lessee. TFC shall never at any time during the term of

this Agreement become the agent of City, and City shall not be responsible for the acts or omissions of TFC or its agents.

15.5 Severability. The unenforceability, invalidity, or illegality of any of provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

15.6 Recordation. Pursuant to Government Code § 37393, the Agreement shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

THIS SECTION INTENTIONALLY LEFT BLANK

15.7 Notices. All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

City (Lessor)

City of Tracy
Attn: Director of Public Works
520 Tracy Boulevard
Tracy, CA 95376

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

Tracy Futbol Club (Lessee)

Tracy Futbol Club
Attn: President
1680 Reyes Lane
Tracy, CA 95376

16. SIGNATURES.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

CITY OF TRACY	**Tracy Futbol Club**
By: _____ Brent H. Ives, Mayor	By: Harry Bourassa * Harry Bourassa, President
Date: _____	Date: 7/19/12
Authorized by City Council Resolution No. _____	* Notary acknowledgment required
Attest: _____ City Clerk	
Approved as to form: _____ City Attorney	

Exhibits:

- A Holly Sugar Sports Complex, Phase 1 (Agr. §1.)
- B Description and Diagram of the Property, prepared by Verde (Recital §C; Agr. 1.)
- C Maintenance Standards (Agr. §8.)
- D Process for Use of Facilities by Other Tracy Youth Sports Programs (Agr. §5.10.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Joaquin

On 7/19/12 (Date) before me, Sharon K. Davis, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Harry Bourassa (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.

SHARON K. DAVIS
Commission # 1943769
Notary Public - California
San Joaquin County
My Comm. Expires Jul 11, 2015

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: Sharon K. Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Property Development & Lease Agreement - Tracy Futbol Club

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

EXHIBIT A
(Agreement Section 1.)

Holly Sugar Site Diagram Phase 1

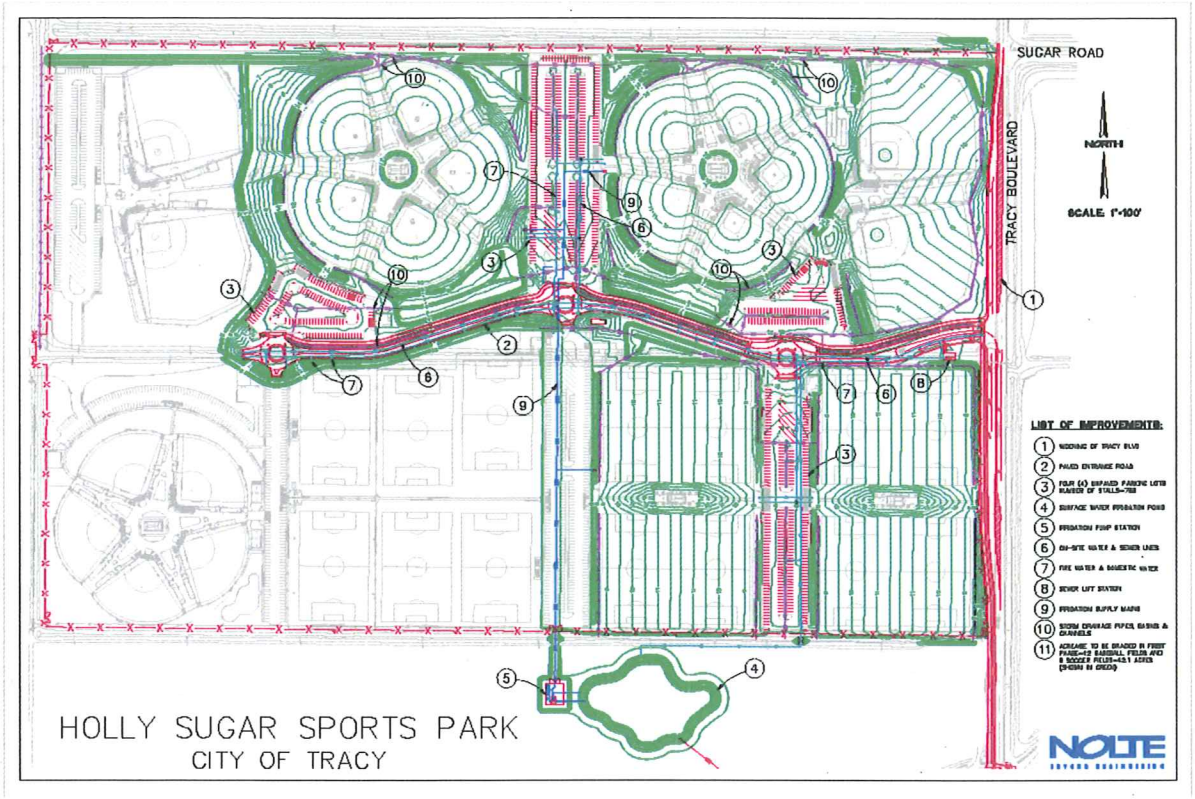

EXHIBIT "B" TO STAFF REPORT

DESCRIPTION AND DIAGRAM OF PROPERTY
(Agreement Section 1 and 4)

All the certain real property situate in the County of San Joaquin and State of California being a portion of the Lands of the City of Tracy as described and delineated on that certain Record of Survey of the Exterior Boundary of the Lands of Holly Sugar Corporation filed for record on July 8, 1998 at Book 34 of Surveys at Page 37, San Joaquin County Records described as follows:

Commencing at a found City of Tracy Brass Disk in monument box marking the intersection of the centerline of Tracy Boulevard and the centerline of Larch Road as shown and so delineated on the above-mentioned Record of Survey;

Thence along the centerline of Tracy Boulevard, North 00°22'38" East for a distance of 1468.18 feet;

Thence leaving said centerline, North 89°28'54" West for a distance of 40.21 feet to the **POINT OF BEGINNING**;

Thence from said Point of Beginning along the following nine (9) courses and distances:

1. North 89°28'54" West for a distance of 536.32 feet;
2. North 00°31'06" East for a distance of 729.22 feet;
3. North 89°28'54" West for a distance of 25.00 feet;
4. North 00°31'06" East for a distance of 51.00 feet;
5. South 89°28'54" East for a distance of 25.00 feet;
6. North 00°31'06" East for a distance of 24.22 feet;
7. South 89°28'54" East for a distance of 502.93 feet;
8. South 00°17'07" East for a distance of 239.66 feet;
9. South 00°44'25" West for a distance of 136.01 feet to the beginning of a tangent curve concave to the East, having a radius of 1521.00 feet, through a central angle of 06°20'16" for a distance of 168.24 feet;

Thence South 07°12'31" East for a distance of 40.22 feet;

Thence along the arc of a tangent curve concave to the West, having a radius of 1426.59 feet, through a central angle of 02°31'07" for a distance of 62.71 feet;

Thence along the arc of a non-tangent curve concave to the West, whose radial bears, North 86°01'13" East, having a radius of 1163.46 feet for a distance of 86.64 feet;

Thence South 00°31'07" West for a distance of 72.47 feet to the **POINT OF BEGINNING.**

Containing a total area of 415,478 square feet or 9.54 acres more or less.

The Basis of Bearing for this description is the California Coordinates System of 1983, Zone 3 as determined from the City of Tracy's Geodetic Control Network shown on the Record of Survey filed in Book 36 of Surveys at Page 118, San Joaquin County Records.

The herein described parcel of land is shown on Exhibit B attached hereto and made a part hereof.

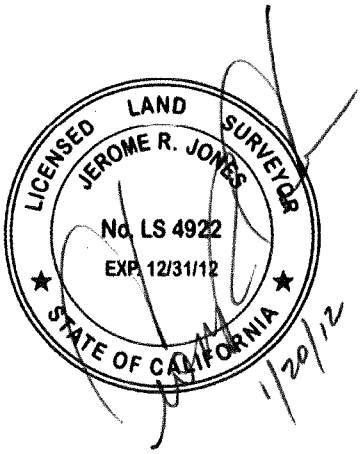

EXHIBIT "B"

TRACY FUTBOL .txt

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---------------------------------------------------------------------------

Parcel name: TRACY FUTBOL LEAGUE

   North: 2103847.4854        East : 6291349.8819
Line  Course: N 89-28-54 W  Length: 536.3200
        North: 2103852.3372          East : 6290813.5838
Line  Course: N 00-31-06 E  Length: 729.2211
        North: 2104581.5285          East : 6290820.1807
Line  Course: N 89-28-54 W  Length: 25.0038
        North: 2104581.7547          East : 6290795.1779
Line  Course: N 00-31-06 E  Length: 51.0000
        North: 2104632.7526          East : 6290795.6393
Line  Course: S 89-28-54 E  Length: 25.0038
        North: 2104632.5264          East : 6290820.6421
Line  Course: N 00-31-06 E  Length: 24.2212
        North: 2104656.7466          East : 6290820.8612
Line  Course: S 89-28-54 E  Length: 502.9256
        North: 2104652.1969          East : 6291323.7662
Line  Course: S 00-17-07 W  Length: 239.6582
        North: 2104412.5417          East : 6291322.5729
Line  Course: S 00-44-25 E  Length: 136.0104
        North: 2104276.5426          East : 6291324.3302
Curve  Length: 82.2719              Radius: 1521.0000
        Delta: 3-05-57             Tangent: 41.1460
        Chord: 82.2618              Course: S 02-25-14 E
    Course In: N 89-07-45 E     Course Out: S 86-01-48 W
    RP  North: 2104299.6593          East : 6292845.1545
    End North: 2104194.3541          East : 6291327.8042
Curve  Length: 85.9737              Radius: 1521.0000
        Delta: 3-14-19             Tangent: 42.9970
        Chord: 85.9596              Course: S 05-35-22 E
    Course In: N 86-01-48 E     Course Out: S 82-47-29 W
    RP  North: 2104299.6593          East : 6292845.1545
    End North: 2104108.8006          East : 6291336.1767
Line  Course: S 07-12-31 E  Length: 40.2190
        North: 2104068.8995          East : 6291341.2235
Curve  Length: 62.7100              Radius: 1426.5862
        Delta: 2-31-07             Tangent: 31.3597
        Chord: 62.7043              Course: S 05-58-18 E
    Course In: S 82-46-09 W     Course Out: N 85-17-16 E
    RP  North: 2103889.3392          East : 6289925.9828
    End North: 2104006.5349          East : 6291347.7469
Curve  Length: 86.6453              Radius: 1163.4583
        Delta: 4-16-01             Tangent: 43.3425
        Chord: 86.6249              Course: S 01-50-46 E
    Course In: S 86-01-13 W     Course Out: S 89-42-46 E
    RP  North: 2103925.7869          East : 6290187.0941
    End North: 2103919.9545          East : 6291350.5378
Line  Course: S 00-31-07 W  Length: 72.4756
        North: 2103847.4819          East : 6291349.8818

   Perimeter: 2699.6560   Area: 415,478 sq.ft. 9.54 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0035              Course: S 00-47-15 W
  Error North: -0.00351             East : -0.00005
Precision  1: 771,331.3143
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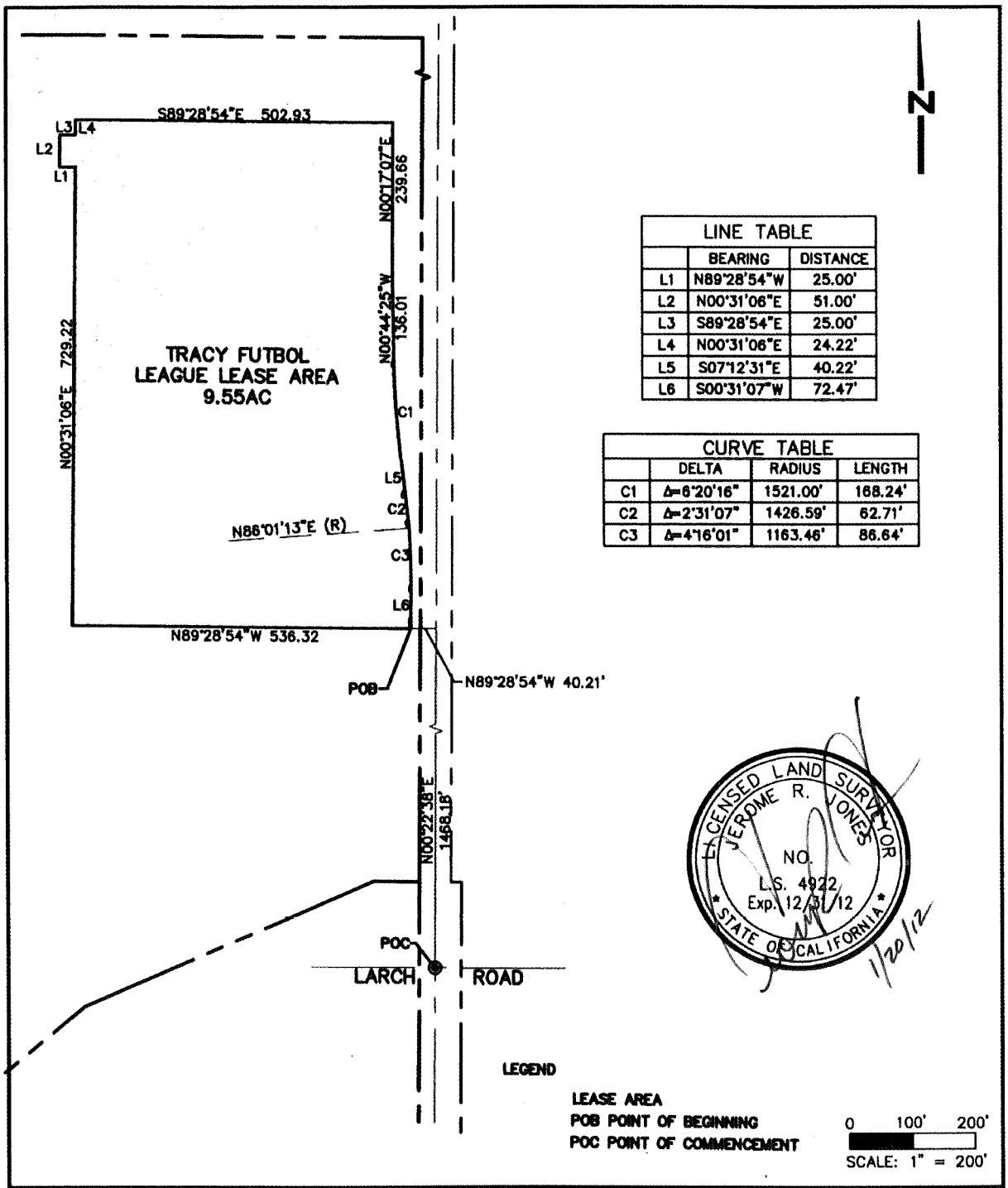

LINE TABLE		
	BEARING	DISTANCE
L1	N89°28'54"W	25.00'
L2	N00°31'06"E	51.00'
L3	S89°28'54"E	25.00'
L4	N00°31'06"E	24.22'
L5	S07°12'31"E	40.22'
L6	S00°31'07"W	72.47'

CURVE TABLE			
	DELTA	RADIUS	LENGTH
C1	Δ=6°20'16"	1521.00'	168.24'
C2	Δ=2°31'07"	1426.59'	62.71'
C3	Δ=4°16'01"	1163.46'	86.64'

NOLTE
BEYOND ENGINEERING

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION
SAN JOAQUIN COUNTY CALIFORNIA

PREPARED FOR: CITY OF TRACY DATE SUBMITTED: 01/20/2012

SHEET NUMBER 1 OF 1 SHEETS
JOB NUMBER SJB03500

EXHIBIT C

Maintenance Standards
Soccer Fields
(Agreement Section 1 and 8)

TFC shall be required to fulfill the following maintenance standards on the Property, including any City-installed Infrastructure Improvements, unless amended by this agreement, on the Property:

1. Natural Turf Fields & Open Areas: (Warm-season turf/Bermudagrass)

a. Mowing – Turf shall be mowed at least one time per week to maintain a height of 1" inch to 1 ½" during the growing season (April - October), and shall be mowed a minimum of once per week if overseeded, or as needed during the dormant-season (November - March) to a height of 1" to 2".

b. Edging – Edging around walkways shall be completed once per month.

c. Aerating – TFC will evaluate the need to Aerate three times per year (March, June & September) and additionally as needed in high-traffic areas.
If needed, Aerator types should vary using deep-tine (if available), shallow hollow tine, and slice types. When plugs (from hollow tines) are pulled it is best to allow plugs to dry, then verticut and rag them as needed to distribute material evenly over the surface; overseed the affected areas as needed. If required, TFC will remove and replace with the proper sod the affected wear area(s) if the aeration & verticut process will not adequately resolve issues of thinning or worn turf. At a minimum aeration will occur no less than once every two years.

d. Thatch/Verticutting – Turf thatch shall be managed to maintain a thatch layer not to exceed 1" in thickness. An ideal range for the thatch layer is ½" – ¾" in thickness. A combination of aerating, verticutting and/or topdressing may be used to accomplish this goal.

e. Sweeping/Blowing – Turf shall be swept or blown as needed to remove grass clippings and/or pick up tree leaves if weather prevents routine mowing.

f. Fertilize – The turf areas shall be fertilized twice per year- during the fall (September-November) and in the spring (February-March).

g. Topdress – Turf shall be topdressed with clean topdressing sand or a mixture of topdressing sand and compost. This is recommended to be done a minimum of two times per year.

h. Overseed – Overseeding may be accomplished with perennial ryegrass once in fall (September/October) if desired to maintain green fields during the bermudagrass' dormant period. Other overseeding during growing season shall be performed as needed during the rest of the year.

i. Weed Control – Pre-emergent shall be applied two times per year (late-winter & mid-spring) and again in the fall if needed for winter annuals – timing of applications dependent upon weather. Post-emergent should be applied one time per year and as needed. Implementation of Integrated Pest Management (IPM) practices consistent with the City of Tracy IPM Guidelines (subject to change and available upon request) is required.

j. Pests and Diseases – Pests and diseases shall be controlled as needed and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

k. Miscellaneous Tasks
   i. Turf shall be rolled as needed to smooth rutted or uneven areas.
   ii. Vandalism repair shall be completed as needed.
   iii. Spot re-sodding to repair worn areas shall be accomplished as needed.
   iv. Filling low spots, where settling occurs, shall be completed as needed.
   v. The addition of "French" drains, when needed to alleviate small areas of standing water, shall be accomplished when need arises. This task may be combined with heavy topdressing in any low areas or areas of settling to displace accumulated water and make small adjustments in grade.
   vi. Repaint foul lines as needed.

2. Trees:

a. Pruning – Pruning of trees is critical due to the steady winds at the site. For the first three years trees shall be pruned once per year to develop tree structure. In years five through ten, trees shall be pruned every other year and as needed to maintain structure. After ten years, trees shall be pruned every 5 years to maintain tree shape/form and eliminate potential hazards. Additional pruning shall be completed as needed throughout the year to remove/redirect low hanging limbs or remove broken/dead branches. Suckers shall be removed as needed. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight. Root pruning shall be completed as needed once trees begin to mature.
b. Staking – All trees shall be re-staked and/or re-tied as needed.
c. Fertilize – All trees shall be fertilized once per year until fully established, then as needed.
d. Pest Control – Pest control prevention shall be performed annually on trees known to be susceptible to pests and as needed on all other trees. IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.
e. Re-plant – Trees shall be re-planted as needed.
f. Re-training of Central Leaders – Central leaders shall be re-trained as needed if broken or vandalized.
g. Supplemental Watering – Supplement water shall be applied to trees as needed until they are established, then as needed.

3. Shrubs:

a. Prune – Hand prune as needed to control/confine growth appropriate genus' (varieties) to maintain natural shape as needed, between two and four times per year. Shear appropriate genus', dependent upon planting plan/design requirements, four to eight times per year. Renovation prune appropriate genus' once every two years. Proper equipment sanitation procedures must be followed to prevent the spread of diseases such as Fireblight.
b. Fertilize – All shrubs shall be fertilized twice per year until established, and then one time per year and as needed.
c. Apply Plant Growth Regulators (PGR's) – Plant growth regulators may be applied twice per year on shrubs that are tolerant.
d. Pest Control – Pest control measures shall be taken as needed and IPM practices consistent with City IPM Guidelines are to be followed. All applicable pesticide regulations are to be followed.

e. Weed Control – Weed control measures shall be taken in shrub beds a minimum of once per month, more often as needed. They will be performed consistent with City IPM Guidelines.
f. Re-mulch Beds – Shrub beds shall be re-mulched once per year or as needed.

4. Perennials & Biennials:

a. Prune – Fall clean-up pruning shall be accomplished once per year. Deadheading shall take place as needed.
b. Fertilize – Perennials and biennials shall be fertilized twice per year.
c. Pest Control – Pest control measures shall be taken consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
d. Replant – Replanting shall take place as needed.
e. Divide – Perennials and Biennials shall be divided once every three to five years to rejuvenate.
f. Weed Control – Weed control measures shall be taken in planter beds twice per month consistent with City IPM Guidelines.
g. Re-mulch Beds – Planter beds shall be re-mulched once a year or as needed.

5. Annuals:

a. Replant – Annuals shall be replanted two to three times per year.
b. Deadhead – Shall be accomplished two times per month.
c. Fertilize – Annuals shall be fertilized four to six times per year.
d. Pest Control – Pest control measures shall be taken as needed and in accordance with consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed control measures shall be taken in annual beds twice a month and consistent with City IPM Guidelines.

6. Groundcovers:

a. Edge – Groundcover beds shall be edged six to eight times per year or as needed.
b. Mow, Trim or Prune – Groundcovers shall be mowed or pruned one to two times per year.
c. Fertilize – All groundcover shall be fertilized two times per year.
d. Pest Control – Pest control measures shall be taken as needed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.
e. Weed Control – Weed abatement shall be completed once per month or as needed consistent with City IPM Guidelines.

7. Irrigation System:

a. Check and Adjust Program – Check and adjust on a daily basis.
b. Make Repairs – Make repairs daily as needed.
c. Field Check and Adjust Sprinklers – Check and adjust field sprinklers a minimum of once per week and as needed.
d. Spot Water – Spot water areas on a daily basis as needed.
e. Clean Controllers/Enclosures – Clean controllers at least twice per year.
f. Winterize System – Winterize the irrigation system each year in November or December depending upon weather. This includes wrapping of backflows to prevent freezing.
g. System Start-up – Start up the irrigation system each spring. Re-check all sprinkler patterns, arcs, etc. to ensure best performance and efficiency of system.

h. Service Backflow Devices – Test/check backflow devices annually and as required by applicable regulations.
i. Clear/Repair Backflows – Clear and/or repair backflow devices as needed and as required by applicable regulations.
j. Service Booster Pumps – Service and adjust irrigation booster pumps a minimum of annually – more frequently if needed or recommended by manufacturer.
k. Pest Control – At least four times per year, perform pest control measures for ants, spiders, etc.

8. Restrooms:

a. Clean and Disinfect – Clean and disinfect restrooms daily during operating season; more frequently as needed during heavy use periods and tournaments. Does not apply to portable toilets and service which are to be serviced on an as needed basis to keep portable toilet clean and in useable condition.
b. Restock – Restock restrooms daily and as needed.
c. Spot-scrub Walls – Spot scrub walls weekly or as needed.
d. Repaint/Coat Floors – Repaint/recoat floors once per year or as needed.
e. Touch-up Paint – Touch-up paint twice per year or as needed.
f. Repair Vandalism & Remove/Cover Graffiti – Immediately as needed.
g. Repair Sinks, Urinals, Toilets & Privacy Panels – Repair as needed.
h. Service Floor Drains – Once per year service floor drains.
i. Pest Control – Pest control measures shall be taken four times per year and consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

9. Buildings:

a. Empty Garbage Cans – Trash cans shall be emptied daily or more often if needed.
b. Dust – Facility shall be dusted once per month or more if needed.
c. Clean Windows – All windows shall be cleaned two times per year or as needed.
d. Vacuum/Sweeping – Buildings shall be vacuumed and/or swept daily or more often if needed.
e. Other Custodial Services – All other custodial services shall be completed as needed.
f. Service Air Conditioners and Heaters – Air conditioners and heaters shall be serviced one time per year. Replace system filters four times per year or more frequently if needed.
g. Replace Light Bulbs/Lamps – Light bulbs and/or lamps shall be replaced immediately as needed.
h. Service Fire Sprinklers and Extinguishers – Fire sprinkler systems and fire extinguishers shall be tested/serviced annually and as required by code.
i. Touch-up Paint – Paint touch-up shall be accomplished as needed.
j. Clean Roofs, Roof Drains and Gutters – Building roofs, drains and gutters shall be cleaned once per year and as needed.
k. Concession Area – Stoves, hoods, vents, fire sprinklers, refrigerators, and freezers shall be serviced/tested annually. Ice machines, grease traps and floor drains shall be serviced a minimum of four times per year and as needed. Maintain in a clean and sanitary condition at all times.
l. Pest Control – Pest control measures shall be taken four times per year consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

10. Bleachers/Grandstands:

a. Clean/Blow Out – In, under and around the bleachers/grandstands shall be blown out as needed when trash or debris is observed.
b. Wash Down/Pressure Wash – In, under and around the bleachers/grandstands shall be washed down with high pressure water as needed to maintain clean sitting areas. Sanitize as needed.
c. Repair Damage/Wear and Tear – Any damage or wear and tear shall be repaired monthly or as needed.
d. Touch-up Paint – Bleachers/grandstands shall be touched-up with paint as needed to maintain an acceptable and neat appearance.
e. Pest Control – Pest control measures shall be performed consistent with City IPM Guidelines. All applicable pesticide regulations are to be followed.

11. Walkways:

a. Blow Off – All walkways around turf areas shall be blown off two to three times a week or as needed. Such areas around bleachers/grandstands shall be blown off as needed to keep walkways clear of debris.
b. Pressure Wash/Scrub – Walkways shall be washed down with high pressure water as needed to keep walkways clean and in good appearance.
c. Repair Cracks, etc. – Repair cracks, trip hazards, etc. as needed.
d. Repair/Replace Pavers – Repair/replace pavers as needed.

12. Goal Assemblies, Fences and Netting:

a. Inspect – All goal assemblies, fences and netting shall be inspected monthly.
b. Repair – Repairs to goal posts, fences and netting shall be performed as needed.
c. Tighten Chain Link Tensioners Where Appropriate – Tightening shall occur twice per year and as needed.
d. Repaint All Wood and Metal Surfaces – All painted surfaces on goal posts, fences and netting shall be re-painted as needed to maintain a clean and newer appearance.
e. Clean and Treat Protective Padding – Any protective padding on goal posts and/or fences shall be cleaned and treated at least once per year.
f. Replace Fence Guards on Chain Link Fences – Fence guards shall be replaced as needed.

13. Security Lights:

a. Inspect Operation – Twice per month, operation of security lights shall be checked routinely.
b. Replace Bulbs/Lamps – All light bulbs/lamps shall be replaced as needed depending on fixture type or as per manufacturer's recommendation.
c. Program – Re-program security lights monthly or as needed.

14. Playing Field Lights:

a. Inspect Operation – Inspect and check operation of field lights twice per month.
b. Check Alignment and Re-aim – Check alignment and re-aim field lights once every five years or as needed.
c. Replace Bulbs/Lamps – Replace field lights once 15% of lamps on an individual pole malfunction or burn out and as needed to maintain proper foot candle output on each field.

d. Repair Field Lights – Repair lights and lighting system as needed to maintain proper function. This includes any repairs made necessary due to vandalism.
e. Program – Program field lights weekly or as needed.

15. Signs/Signage and Scoreboards:

a. Inspect and Repair/Tighten – Inspect, repair and tighten hardware on all signs and scoreboards as needed.
b. Replace – Replace any signs and scoreboards as needed.
c. Remove Graffiti – Remove graffiti from signs within 48 hours.

16. Parking Lots:

a. On City's parking lots, designated for use with the TFC property, TFC shall clean up any debris incurred from TFC's events.

17. Playgrounds:

a. Minor Inspection – daily
b. In-depth Inspection – 1x/month
c. Certified Inspection – as required
d. Fill Low Spots/Holes Under Play Equipment – 1x/week and as needed (fiber/wood/rubber mulch and sand only)
e. Repair Damaged Pour-in-Place Surfacing – as needed
f. Repair Play Equipment – as needed
g. Replace Wear Points (swing S-hooks, etc.) – as needed
h. Remove Graffiti – as needed
i. Clean and/or Sanitize Playground Equipment and Surfacing – as needed

18. Park Amenities:

a. Drinking Fountains – Clean all drinking fountains once per month. Polish drinking fountains two times per year. Clear drinking fountain drain as needed. Repair as needed. Winterize drinking fountains in November depending upon weather to prevent freezing. Start fountain up in March or once threat of freezing has past.
b. BBQ's – Empty BBQ's daily or as needed. Clean/pressure wash – monthly or as needed. Repair – as needed.
c. Benches and Tables – Remove graffiti within 48 hours. Inspect benches and tables monthly. Repair damage as needed. Repaint/seal benches and tables as needed. Replace as needed.
d. Shade Structures – Clean – 2x/year. Inspect – 1x/year

19. General:

a. Litter Pick up – All litter is to be picked up daily and as needed.
b. Garbage Cans – Garbage Cans shall be emptied daily or as needed. During heavy use periods and tournaments empty two to three times per day minimum or as needed.
c. Wash Out Dumpster Areas – Dumpster areas shall be washed out and sanitized with pressure washer twice per year and as needed. Dumpsters must be emptied on a routine basis and not allowed to overflow or stagnate.
d. Graffiti Abatement – Remove/cover within 48 hours of occurrence and as needed.
e. Vandalism Repair – Vandalism shall be repaired as soon as possible, within 30 days of occurrence, or immediately if it poses a safety issue.

f. Gopher/Rodent Control – Gopher/Rodent control measures shall be taken twice per month and as needed.

g. Recycling of Cans, Bottles, Cardboard, etc. – An active recycling program must be in place and operating at all times for all recyclable materials.

h. Stormwater Runoff Requirements – All State and Federal stormwater runoff regulations must be followed at all times.

i. Air Impact Assessment (AIA) – All San Joaquin Valley Air Pollution Control District regulations must be followed at all times. An Air Impact Assessment (AIA) Application must be completed, and reporting requirements followed, for ongoing operations.

EXHIBIT D

Process for Use of Facilities by Other Tracy Youth Sports Programs
(Agreement Section 5.2.1)

1. Receive request from other programs/organizations operating within the City of Tracy on or before January 15th of each year for the upcoming year.
2. Check availability for submitted request.
3. If not scheduled for event or previous commitment, request insurance coverage for outside organization and evaluate request dates/times.
4. Create sanctioning agreement for use between TFC and other organization.
5. If all approved, collect funds for proposed use and confirm in writing with other organization.
6. Any requests for use submitted after January 15th, will be granted on an "as available" basis.
7. Charge field rental rates within 10% +/- of City non-profit fees for field rentals (subject to change by City Council).
    a. The field rental rates does not imply that additional services such as those provided by the City will be offered including charges for staffing, lights, field preparation and temporary fencing.
    b. A Security and Key Deposit may be required by TFC and will be consistent with the amount collected by the City for similar deposits (subject to change by City Council).

City Fees and Deposits as of 3-1-12

Use Fees: Following are the fees established for use of City sports fields:

USER CLASS	LEAGUE/INDIVIDUAL FEES	TOURNAMENT FEES
Tracy Youth Non-Profit	$5 per hour/per field $7 per hour for lights Staff $25 per hour (for Complex) $100.00 Security Deposit for practices and games	$60 per field/per day $10 per hour/per field for lights Staff $25 per hour (for Complex) $400.00 Security Deposit for tournaments

RESOLUTION_____

APPROVING PROPERTY DEVELOPMENT AND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY FUTBOL CLUB, INC. FOR CONSTRUCTION AND MAINTENANCE OF SPORT FIELDS AND RELATED AMENITIES WITHIN THE HOLLY SUGAR SPORTS COMPLEX AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy is interested in developing youth sports playing fields at the proposed Holly Sugar Sports Complex; and

WHEREAS, The Tracy Futbol Club (TFC) has expressed an interest in constructing youth soccer fields at the Holly Sugar Sports Complex; and

WHEREAS, The City of Tracy and TFC have agreed to a design for these youth soccer fields and a specific area within the Holly Sugar Sports Complex for construction of these soccer fields; and

WHEREAS, On March 1, 2011 the City Council approved a Memorandum of Understanding with TFC for the purpose of indicating commitment of all parties to negotiate a Property Development and Lease Agreement for construction of fields and ongoing maintenance and operations of fields; and

WHEREAS, The City of Tracy and TFC have negotiated a Property Development and Lease Agreement to allow for TFC to construct and provide ongoing operations and maintenance of youth sports fields.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves a Property Development and Lease Agreement with Tracy Futbol Club relating to the lease of property within the complex and construction of sports fields and related amenities.

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

The foregoing Resolution _____ was passed and adopted by the City Council of the City of Tracy on the _____ day of _____, 2012, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 4

REQUEST

RECEIVE SEMI-ANNUAL REPORT ON THE 5TH GRADE DRUG ABUSE RESISTANCE EDUCATION (DARE) PROGRAM SERVICES RENDERED DURING FISCAL YEAR 2011-2012 AND PROVIDE ASSESSMENT OF HOW TRACY POLICE PERSONNEL WERE USED TO ASSIST IN THE DARE CLASSROOM

EXECUTIVE SUMMARY

This report reviews Drug Abuse Resistance Education (DARE) services during fiscal year 2011-2012, accounts for program expenses, and provides the City Council with a summary of how Tracy Police Department personnel were used to assist in instructional aspects of the DARE classroom during the past school year as requested.

DISCUSSION

Annual Report FY 2011-2012:

On July 5, 2011, the City Council approved the Professional Services Agreement with the Tracy Unified School District (TUSD) for the provision of DARE services with allowable expenses up to a maximum amount of $45,000 for fiscal year 2011-2012 payable to the TUSD. Those submitted receipts have been reviewed, verified for compliance with council objectives, and reimbursed in the amount of $45,000.

In 2011, the Tracy City Council also stated that it wanted to see more Tracy Police Department involvement in the DARE program, beyond just supporting it through attending DARE graduations. The Kiwanis DARE advisory board willingly accepted the involvement of Tracy PD staff in presenting some aspects of the curriculum. Working collaboratively with the Kiwanis DARE advisory board, Police management developed a supplemental program named Tracy Against Gangs (TAG) to support the DARE curriculum. Two Tracy PD School Resource Officers took the lead and created a 4-lesson curriculum with supporting instruction handbook for this supplemental TAG program.

The two Tracy police officers then presented the 4-lesson pilot program to one Jacobsen Elementary class that had just finished its DARE instruction. As the lessons were being taught, assessors and the class teacher were critiquing the curriculum and instruction to offer constructive feedback to enhance the lessons. The feedback was incorporated into the curriculum and the modified 4-lesson curriculum was taught to all seven 5th grade classes at South West-Park School following the completion of the DARE curriculum instruction. The TAG program lessons were well received and were seen as a natural continuation of the overarching community stance against gangs and violence.

The DARE program is taught to 5th grade students in and around the City of Tracy. Specifically, the DARE program is taught in classes within the School Districts of Tracy Unified, Jefferson, Banta, New Jerusalem, and Lammersville, as well as three private

schools. While it costs about $105,000 per year to teach in all the aforementioned schools, the $45,000 appropriated by the City Council is specifically paid to the Tracy Unified School District (TUSD) for DARE classes taught in public schools within Tracy City limits. Under this arrangement, City of Tracy funds do not include any compensation to instructors. The balance of DARE's operating expenses is covered by the Kiwanis DARE Advisory Board's fundraising efforts.

The DARE curriculum takes ten weeks to complete and it concludes with a DARE graduation ceremony where dignitaries are invited to participate and disperse the various awards to the students. Functionally, the DARE program is taught in three cycles over the course of the school year. In August, the DARE program begins its annual cycle by teaching classes in Mountain House and Banta and, in September, it begins in TUSD schools. The first cycle ends with DARE graduations in October and November. In October, the second cycle of DARE instruction begins in TUSD and New Jerusalem schools and their respective graduations occur in January. Then in February the third cycle of classes begins in more TUSD schools as well as Jefferson schools and private schools. These last graduations of the year occur in April and May. Tracy police command staff members have attended every DARE graduation within the City limits during the current school year.

D.A.R.E. Classes (65) in TUSD during School year 2011 - 12

August – October total number of classes (24)

Wicklund (3)
Questa (2)
Villalovoz (3)
Central (3)
Bohn (3)
Lammersville (1)
Bethany (3)
North (3)
McKinley (3)

November – February total number of classes (20)

Hirsch (3)
Freiler (4)
Jacobson (4)
George Kelly (4)
Poet Christian (5)

February – May (total number of classes (21)

Traina (3)
Jefferson (3)
Bella Vista (1)
South-West Park (7)
7th Adventist (1)
Hawkins (3)
St. Bernard's (1)
West Valley (1)
New Jerusalem (1)

STRATEGIC PLAN

This agenda item supports the Public Safety strategic plan and specifically implements the following goal and objectives:

Goal 3: Empower the residents with the tools needed to maintain a safe quality of life. As DARE is a life skills program, the City is educating residents at an age when they are becoming most vulnerable to the dangers and lures of drugs, gangs and anti-social behavior.

FISCAL IMPACT

There is no immediate impact to the City's fiscal year 2012-2013 Budget as $45,000 has already been approved through Council Resolution for the continued City funding for the DARE program. The funds are currently placed in the Police Department's Operating Budget for payment to the Tracy Unified School District.

RECOMMENDATION

That the City Council accept the staff report on its accounting of the $45,000 funding expenses for FY2011-2012 as appropriate, including the Police Department's use of its police officers to develop the TAG program which met the Council's objective of placing Tracy police officers back into the classrooms and that Council offer feedback on how it wishes to implement the TAG program.

Prepared by: John Espinoza, Police Captain

Reviewed by: Gary R. Hampton, Chief of Police

Approved by: R. Leon Churchill, Jr., City Manager

August 7, 2012

AGENDA ITEM 5

REQUEST

AUTHORIZE AN EXPENDITURE OF $8,000 FROM THE FY 12/13 WATER FUND BUDGET TO PAY FOR DELTA COALITION LOBBYING SERVICES RELATED TO THE BAY DELTA CONSERVATION PLAN AND THE DELTA PLAN

EXECUTIVE SUMMARY

It is recommended that City Council authorize $8,000 to pay for Delta Coalition lobbying services related to the Bay Delta Conservation Plan and the Delta Plan. At its January 17th meeting, City Council adopted a joint resolution of San Joaquin County Stakeholders in support of an initiative for joint action, advocacy, and mutual interests on issues concerning the Sacramento-San Joaquin River Delta (Delta). A copy of the resolution is attached (Attachment A).

DISCUSSION

Background

In November 2009, the California Legislature enacted Senate Bill X7 1 (The Delta Reform Act). It established the Delta Stewardship Council (DSC) an independent State agency, and requires that the DSC develop, adopt, and implement by January 1, 2012, the Delta Plan, a legally enforceable, comprehensive, long-term management plan for the Sacramento-San Joaquin Delta and the Suisun March (Delta) that achieves the "coequal goals" as specified in California Water Code Section 85300(a). The coequal goals are the two goals of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. The coequal goals are to be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource and agricultural values of the Delta as an evolving place" (Water Code section 85054). Achieving the coequal goals is a preliminary and fundamental purpose of the Delta Plan. The DSC has issued several staff drafts of the Delta Plan, the most recent being the Sixth and Final Staff Draft, which is the "project" or "program" analyzed in the recently released Draft Program Environmental Impact Report for the Delta Plan.

The Final Staff Draft Delta Plan generally covers five topic areas and goals: increased water supply reliability, restoration of the Delta ecosystem, improved water quality, reduced risks of flooding in the Delta, and protection and enhancement of the Delta as an evolving place. Although the DSC, through the Delta plan, does not propose or contemplate constructing, owning, or operating any facilities related to these five topic areas, the Delta Plan sets the regulatory policies, and recommendations, that seek to influence the actions, activities and projects of cities, counties, State, Federal, regional and other local agencies toward meeting the goals in the five topic areas. In other words, local public agencies such as the City of Tracy will be required to conform their actions to the policies in the Delta plan and to the regulatory and appeal procedures established to implement the Plan.

City staff has monitored the development of the draft Delta Plan and provided comments and coordinated with San Joaquin and other affected parties. The City and other

agencies are concerned with the scope and extent of the proposed regulatory and review authority that the DSC is considering for adoption. The City continues to encourage the DSC to create a Delta Plan that helps achieve California's coequal goals of providing reliable water supplies and restoring the Delta habitat while recognizing and protecting the Delta as a place where people work and live. The proposed Delta plan, in its current form, continues to threaten the ability of local communities to grow and prosper, takes away local decision making, and provides an appointed body with the authority to veto local land use and other decisions based upon subjective criteria.

City staff has attended periodic coordination meetings with representatives of San Joaquin County and the City of Stockton in the establishment and coordination of stakeholder meetings to facilitate a collaborative and uniform effort to address our mutual concerns with the proposed adoption and implementation of the Delta Plan, the Program EIR, and with related Delta plans and programs such as the Bay Delta Conservation Plan (BDCP). Presently, the stakeholder group is preliminary known as the "San Joaquin County Delta Initiative Coalition Stakeholders". Currently, the stakeholders include representatives of the City of Tracy, representatives of San Joaquin County (including Board of Supervisor Larry Ruhstaller and County staff), the cities of Stockton, Ripon (including Mayor Elden Nutt), Lodi (including Bob Johnson), Escalon (including Mayor Fox), San Joaquin Council of Governments, the Port of Stockton, San Joaquin Farm Bureau, non-governmental environmental and resource conservation organizations (Restore the Delta and CA Sportsfishing Protection Alliance), and representatives of the Delta Protection Commission, Central Delta Water Agency, Business Council Inc., of San Joaquin County, Building Industry Association of the Delta, AG Spanos Companies, and the Grupe Company to name just a few.

At its January 17th meeting, City Council adopted a joint resolution of San Joaquin County Stakeholders in support of an initiative for joint action, advocacy, and mutual interests on issues concerning the Sacramento-San Joaquin River Delta (Delta), a copy of the resolution is attached. At that same meeting, staff stated that there would be a future agenda item where the Council would be given the opportunity to decide whether to participate in the stakeholder advocacy effort, which would require some financial commitment. The Delta Coalition stakeholder group has hired and has been working with the lobbying firm Sacramento Advocates, Inc. Funding is currently being requested by all stakeholders for lobbying efforts. The City's share of the lobbying effort is $8,000 as presented in the attached cost-sharing plan (Attachment B).

The purpose of this request is to facilitate a coordinated and collaborative response, with other affected stakeholders in opposition to the Delta Stewardship Council's proposed Draft Delta Plan and corresponding DPEIR, the BDCP, and other related Delta plans or programs that may adversely affect economic development and sustainability in the City of Tracy and San Joaquin County.

Present Situation

The Final Staff Draft of the Delta Plan was released by the Delta Stewardship Council on May 14, 2012. According to the Delta Stewardship Council, the Environmental Impact Report (EIR) for the Delta Plan is expected to be approved later this year. Delta

Coalition Stakeholders continue to provide comments on the Final Delta Plan as well as to lobby for mutual interests related to Delta issues in our region. See July 17, 2012 letter to the Delta Stewardship Council from Stockton Mayor, Ann Johnston (Attachment C).

STRATEGIC PLAN

This item is related to the Economic Development Strategy as it relates to our job creation actions and goals as well as protecting infrastructure such as future water supplies.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund resulting from this item. The $8,000 funding will come from the Water Enterprise Fund as this lobby effort will serve to protect the City's interest with regard to land use, water supplies and other Delta related issues. The FY 12/13 Water Fund budget has sufficient funds to cover the $8,000 lobbying expense.

RECOMMENDATION

Staff recommends that City Council authorize an expenditure of $8,000 from the FY 12/13 Water Fund budget to pay for Delta Coalition lobbying services related to the Bay Delta Conservation Plan and the Delta Plan.

Prepared by: Andrew Malik, Development Services Director
Kevin Tobeck, Public Works Director
Steve Bayley, Deputy Public Works Director

Reviewed by: Maria Hurtado, Assistant City Manager

Approved by: Leon Churchill Jr., City Manager

Attachment: A - Resolution 2012-016
B – Cost Sharing Plan
C – Letter from Ann Johnston dated July 17, 2012

ATTACHMENT A

RESOLUTION 2012-016

APPROVING A JOINT RESOLUTION OF CITIES, COUNTY, AND OTHER SAN JOAQUIN COUNTY STAKEHOLDERS REGARDING LAND USE, WATER, AND OTHER DELTA RELATED ISSUES

WHEREAS, The Sacramento-San Joaquin River Delta is at risk from many factors, and in addressing these threat, the State is proposing large-scale changes to the Delta ecosystem, land use authority within the Delta, water conveyance through and around the Delta, water rights, statewide management, and many other aspects related to the Delta, and

WHEREAS, The Cities, County and other Stakeholders as Members believe there is value in developing an initiative on issues concerning the Sacramento-San Joaquin River Delta, its watershed, and greater Bay/Delta estuary, and

WHEREAS, The Members wish to collectively articulate the issues and interests from the perspective of the Delta region itself, from the people who call the Delta home and best understand the tremendous resource the Delta represents, and

WHEREAS, The Members have identified a need for joint action, advocacy, and mutual interests on Delta-related issues;

NOW, THEREFORE, The Members adopt this Resolution for the purpose of articulating mutual interests on Delta issues. Furthermore, the Members resolve to work together to defend Delta-related interests at a regional perspective and to use their unified voice to advocate on behalf of local government in available forums at all levels. Our principles of mutual interests are as follows:

1. Recognition of the authority and responsibility given to local government related to land use, water resource development, flood management, public health and safety, economic development and sustainable growth, agricultural stability, recreation, and environmental protection.

2. Protect the economic viability of agriculture, industry, recreation, and the ongoing vitality of communities throughout the Delta.

3. Represent and include local government in any new governance structures for the Delta.

4. Funding and implementation of urban and non-urban flood protection through rehabilitation, improvement, and maintenance of flood control levees and structures.

5. Protection and restoration of the Delta ecosystem including adequate water supply, qualify, and outflow to support fisheries, wildlife, and habitat in perpetuity while support immediate improvements to the existing Through-Delta Conveyance as part of a complete strategy for the State's water management.

6. Incorporation of sustainable approaches for improved water supply, quality, and reliability through the overarching principle of regional self-sufficiency to reduce future reliance on exports from the Delta.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that City Council approves a joint resolution of Cities, County, and other San Joaquin County Stakeholders regarding land use, water, and other Delta related issues.

****

The foregoing Resolution 2012-016 was adopted by the Tracy City Council on the 17th day of January, 2012 by the following vote:

AYES: COUNCIL MEMBERS: ABERCROMBIE, ELLIOTT, MACIEL, RICKMAN, IVES

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST

CITY CLERK

Delta Coalition

Attachment B

NOTE: no pymts yet in bold/blue	Monthly	8 Months	Payments	Date
GOVERNMENT AGENCIES				
San Joaquin County	$2,000	$16,000		
City of Escalon	$500	$4,000		
City of Lathrop	$1,000	$8,000		
City of Lodi	$1,000	$8,000	$8,000	04/03/12
City of Manteca	$1,000	$8,000	$8,000	02/15/12
City of Ripon	$500	$4,000	$1,000	03/26/12
City of Ripon (2nd check)			$500	04/02/12
City of Ripon (3rd check)			$500	04/30/12
City of Ripon (4th check)			$500	05/22/12
City of Ripon (5th check)			$500	07/02/12
City of Stockton	$2,000	$16,000	$16,000	02/07/12
City of Tracy	$1,000	$8,000		
PUBLIC AGENCIES				
Business Council of San Joaquin County	$2,000	$16,000		
BIPAC of the Delta			$1,000	02/29/12
Central Delta Water Agency	$1,500	$12,000	$1,500	03/19/12
Central Delta Water Agency (2nd check)			$1,500	04/19/12
Central Delta Water Agency (3rd check)			$1,500	05/11/12
Central Delta Water Agency (4th check)			$1,500	07/05/12
California Delta Chamber		$500	$500	03/26/12
Greater Stockton Chamber of Commerce	$500	$4,000	$4,000	05/29/12
Port of Stockton	$3,000	$24,000	$3,000	03/26/12
Port of Stockton (2nd check)			$3,000	04/04/12
Port of Stockton (3rd check)			$3,000	05/10/12
Port of Stockton (4th check)			$3,000	06/04/12
San Joaquin Area Flood Control Agency (SJAFCA)	$1,000	$8,000	$3,000	05/31/12
SJAFCA (2nd check)			$1,000	06/21/12
San Joaquin Council of Governments	$500	$4,000	$1,500	04/19/12
SJCOG (2nd check)			$500	05/23/12
SJCOG (3rd check)			$500	06/14/12
SJC Hispanic Chamber of Commerce		$500	$500	03/08/12
San Joaquin Farm Bureau	$1,000	$8,000		
San Joaquin Partnership	$3,000	$24,000	$3,000	05/03/12
San Joaquin Partnership (2nd check)			$3,000	06/05/12
San Joaquin Partnership (3rd check)			$3,000	07/05/12
Stockton East Water Dist.	$3,000	$24,000	$3,000	04/03/12
Stockton East Water District (2nd check)			$3,000	05/31/12
Stockton East Water District (3rd check)			$3,000	07/02/12
South Delta Water Agency	$1,500	$12,000	$1,500	03/19/12
South Delta Water Agency (2nd check)			$1,500	04/16/12
South Delta Water Agency (3rd check)			$1,500	05/10/12
South Delta Water Agency (4th check)			$1,500	06/21/12
South San Joaquin Irrigation District	$3,000	$24,000	$9,000	05/24/12
Totals	**$29,000**	**$233,000**	**$98,500**	

Delta Coalition

Attachment B

In-Kind Donations	Service	Amount
Restore the Delta	website construction	$1,200
Restore the Delta	domain name purchase	$200
Restore the Delta	internet provider & staff (monthly)	$120

Expenses	Date Received	Amount	Date Paid
Sacramento Advocates, Inc - services performed in February	3/26/2012	$25,000	05/03/12
Sacramento Advocates, Inc - services performed in March	4/4/2012	$25,000	05/15/12
Sacramento Advocates, Inc - services performed in April	4/25/2012	$25,000	06/07/12
Sacramento Advocates, Inc - services performed in May	6/5/2012	$25,000	pending
Sacramento Advocates, Inc - services performed in June	6/21/2012	$25,000	pending

ATTACHMENT C

ANN JOHNSTON
Mayor

KATHERINE M. MILLER
Vice Mayor
District 2

Stockton
All-America City
2004
1999

CITY OF STOCKTON

OFFICE OF THE CITY COUNCIL
CITY HALL • 425 N. El Dorado Street • Stockton, CA 95202-1997
209/937-8244 • Fax 209/937-8568
www.stocktongov.com

ELBERT H. HOLMAN, JR.
District 1

PAUL CANEPA
District 3

DIANA LOWERY
District 4

SUSAN TALAMANTES EGGMAN
District 5

DALE FRITCHEN
District 6

July 17, 2012

Phil Isenberg, Chairman
Delta Stewardship Council
980 Ninth Street, Suite 1500
Sacramento, CA 95814

Dear Chairman Isenberg:

Pursuant to your testimony on July 3, 2012 before the Senate Natural Resources and Water Committee during the hearing on AB 1095 (Buchanan) and the direction and request by Chair Fran Pavley to clarify expeditiously the status of projects within the secondary zone, we are requesting your prompt attention and response to address and resolve our concerns which were discussed at this hearing.

As you already know, during that hearing, you stated, in part:

> "... in August 2011, we (the Delta Stewardship Council (DSC)) issued the 5th Draft Delta Plan ..., saying that **areas within city boundaries and within their spheres of influence are not covered**. Ms. Buchanan has mentioned three projects ... (1) the Mountain House project was specifically listed as a project that was **not intended to be covered by key elements of the Delta Plan** and we (the DSC) incorporated the County of San Joaquin map on the Mountain House project (in the Delta Plan), (2) Ms Buchanan raised the issue of the Sanctuary project which is within the city limits of Stockton and, **by definition, is not covered**, and (3) the River Islands project, which has been around since 1994 and has gotten approval, is in the City of Lathrop..." (Emphasis added in bold and underline).

Based on the above-noted statements, I respectfully request written confirmation that development proposals within an urban or urbanizing area in the Secondary Zone of the Delta (as shown in the Delta Plan), which are located within existing city limits and/or adopted sphere of influence or urban limit lines are geographically exempt from the key provisions contained in the Final (6th) Draft Delta Plan and, therefore, exempt from the definition and certification requirements of covered actions. In addition, please cite the specific language in the Delta Plan that contains the exemption and/or exclusion of the subject areas from the Delta Plan and its key covered actions provisions. Such clarification and written confirmation is urgently needed.

As you recall during that July 3, 2012 hearing, the proponents of AB 1095 (Buchanan) shared with the committee the negative reactions of investors and other private and public interests involved in approved and future planned projects in the urban areas of the secondary zone. The lack of clarity with regard to the potential impact of the covered actions provisions of the draft Delta Plan on planned development within existing spheres of influence casts a giant shadow on both approved and planned development, halting activities already initiated or planned for, and threatening the economic revitalization of several Delta communities. Further, the City of Stockton provided the committee with examples of the state and federal compliance orders required for the water treatment utilities to upgrade their water treatment technologies and facilities in order to meet the Clean Water Act mandates, which we also believe should be exempt from the definition and provisions of covered actions.

In conclusion, this letter requests that you provide clear guidance in the form of written confirmation that planned development within urban and urbanizing areas in the Secondary Zone and located in existing spheres of influence or urban limit lines are exempt from the provisions of the Delta Plan and will be deemed not a covered action. We are seeking that affirmative confirmation to lift the dark cloud of uncertainty which has placed the affected areas in limbo. It is essential that progress within the bounds of the secondary zone's urban area's spheres of influence or urban limit lines not be suspended during the next 6-18 months while the DSC approves a final Delta Plan and implements the regulations associated with the Plan.

We look forward to an expedited response to this request. If you need additional information or would like to meet to discuss this request, we will make ourselves available as soon as possible.

Sincerely,

Ann Johnston

ANN JOHNSTON
MAYOR

CC: Senator Fran Pavley, Chair, Senate Natural Resources & Water Committee (SNR&WC)
Senator Doug La Malfa, Vice Chair, SNR&WC
Senator Anthony Cannella, SNR&WC
Senator Noreen Evans, SNR&WC
Senator Jean Fuller, SNR&WC
Senator Christine Kehoe, SNR&WC
Senator Alex Padilla, SNR&WC
Senator Joe Simitian, SNR&WC
Senator Lois Wolk, SNR&WC
The Honorable Joan Buchanan, Member of the Assembly
The Honorable Bill Berryhill, Member of the Assembly
The Honorable Cathleen Galgiani, Member of the Assembly
Dennis O'Connor, Consultant, Senate Natural Resources & Water Committee
Barry Brokaw and Donne Brownsey, Sacramento Advocates, Inc.
Stockton City Council
Stockton City Manager
Delta Coalition
Stephen Qualls, League of California Cities
David Jones, Emanuels Jones & Associates
Secretary John Laird, CA Natural Resources Agency
Joe Grindstaff, Executive Director, DSC

RESOLUTION 2012- ____

AUTHORIZING AN EXPENDITURE OF $8,000 FROM THE FY 12/13 WATER FUND BUDGET TO PAY FOR DELTA COALITION LOBBYING SERVICES RELATED TO THE BAY DELTA CONSERVATION PLAN AND THE DELTA PLAN

WHEREAS, In November 2009, the California Legislature enacted Senate Bill X7 1, (The Delta Reform Act), and

WHEREAS, It established the Delta Stewardship Council (DSC) an independent State agency, and requires that the DSC develop, adopt, and implement by January 1, 2012, the Delta Plan, a legally enforceable, comprehensive, long-term management plan for the Sacramento-San Joaquin Delta and the Suisun March (Delta) that achieves the "coequal goals" as specified in California Water Code Section 85300(a), and

WHEREAS, The City continues to encourage the DSC to create a Delta Plan that helps achieve California's coequal goals of providing reliable water supplies and restoring the Delta habitat while recognizing and protecting the Delta as a place where people work and live, and

WHEREAS, On January 17, 2012, City Council adopted a joint resolution of San Joaquin County Stakeholders in support of an initiative for joint action, advocacy, and mutual interests on issues concerning the Sacramento-San Joaquin River Delta, and

WHEREAS, The Delta Coalition stakeholder group has hired and has been working with the lobbying firm Sacramento Advocates, Inc., and

WHEREAS, Funding is currently being requested by all stakeholders for lobbying efforts, and

WHEREAS, The City's share of the lobbying effort is $8,000, and

WHEREAS, There is no fiscal impact to the City's General Fund resulting from this item. The $8,000 will come from the Water Enterprise Fund as this lobby effort will serve to protect the City's interest with regard to land use, water supplies and other Delta related issues. The FY 12/13 Water Fund budget has sufficient funds to cover the $8,000 lobbying expense.

NOW, THEREFORE, BE IT RESOLVED, That City Council authorizes the expenditure of $8,000 from the FY 12/13 Water Fund budget to pay for Delta Coalition lobbying services related to the Bay Delta Conservation Plan and the Delta Plan.

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

The foregoing Resolution was adopted by the Tracy City Council on the 7th day of August 2012 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

August 7, 2012

AGENDA ITEM 6

REQUEST

DISCUSSION AND DIRECTION RELATED TO THE CORDES RANCH PROJECT

EXECUTIVE SUMMARY

On September 6, 2011, City Council directed staff to begin negotiations on a development agreement for the Cordes Ranch project. At that meeting, City Council requested a presentation and an opportunity to discuss the project in more detail. On October 18, 2011, City Council discussed the project in more detail after receiving a presentation by staff and the project owners group. Significant work has been completed on the development agreement, the technical infrastructure, as well as the land use and design aspects of the project since then and additional direction from Council related to land use and design standards is requested. Specifically, this agenda item will provide an additional opportunity to discuss freeway-oriented development in greater detail including any Council requested changes to land use or development standards for I-205 fronting properties.

DISCUSSION

The Cordes Ranch project represents many significant opportunities for the future of Tracy. Identified in the City's General Plan as Urban Reserve 6 (location shown on Attachment A), this area has been envisioned since 2006 for industrial, office, and retail growth for the City. The Cordes Ranch site in particular is uniquely positioned to provide the wide range of business location opportunities that are in scarce supply county-wide. Cordes Ranch holds potential to allow a range of large scale developments the opportunity to locate in Tracy and is being planned to capture current and emerging opportunities, including manufacturing, distribution, retail, and flex office user types.

The agenda item presentation will focus on several aspects of the proposed project, including the following:

1) The land use distribution across the site, including the I-205 frontage
2) Design standards
3) Future Permitting processes under the Specific Plan

This agenda item and discussion follows City Council's recent discussion of economic development and zoning, specifically along I-205. That discussion, which occurred on July 17, 2012, concluded with City Council affirming the dual goals of high identity businesses and land uses along the I-205 corridor throughout the City, as well as flexibility in zoning to capture current market opportunities.

Land Use Distribution

The Cordes Ranch Specific Plan (a comprehensive development and zoning document) is currently being drafted to be highly flexible and includes provisions for a wide range of land uses. The principal methods of limiting land uses within Cordes Ranch have been

to design portions of the site with smaller street block lengths, which will limit the size of buildings that can locate within certain portions of the site. Additionally, the draft plan seeks to locate larger-scale retail at the I-205/Mt. House interchange and locate the majority of large scale users toward the southern portions of the project. The storm drain and natural drainage areas central on the site provide an opportunity to create a focal point within the project, bordered by more restrictive zoning calling for a predominance of office and flex/office uses. The owner's group currently requests that the I-205 fronting properties have a combination of three zoning districts, allowing retail, office and large scale industrial development along the freeway. Attachment B to the staff report shows the draft land use plan along with the draft zoning districts. Attachment C to the staff report is the draft list of permitted land uses within each of three zoning districts (General Commercial, General Office, and Business Park Industrial). Attachment D to the staff report shows a conceptual development illustrative of the Cordes Ranch site.

Design Standards

Within the draft Specific Plan are development and design standards. The Cordes Ranch project has been divided into three "design districts", each with a distinct set of design guidelines. Proposed are the I-205 design district, the Central Core design district, and the Schulte design district. For example, large-scale industrial development/buildings do not have a uniform set of standards. Design standards are first divided by land use type (retail, office/flex, office, and industrial). Secondly, with increased proximity to I-205 and increased proximity to the major arterial roadways, the higher the level of design that will be required. Staff and the owners group used recent buildings within the Northeast Industrial Areas Specific Plan to serve as examples of building design for areas farther within the Cordes Ranch site. Any development within the I-205 design district would be required to increase the level of design features, and treatments, including landscaping requirements.

The owners group will make a presentation to City Council on this agenda item and will illustrate the proposed design characteristics, with special attention and focus on the proposed I-205 design district.

Future Permitting Processes

Under current zoning in Tracy there are two general processes for obtaining an approval prior to applying for a building permit. First, there are areas within the City that are zoned to require both Planning Commission review and City Council approval for their developments prior to applying for a building permit. These areas are mainly zoned Planned Unit Development (PUD) and include the I-205 Corridor Specific Plan and a large portion of the more recent residential areas. The Northeast Industrial Area also falls into this category; however, City Council recently approved staff level reviews for the remaining areas within that planning area. The second general approval process is a staff level review process. This approach is used throughout the City, primarily in older areas, where approvals are accomplished at the staff level after properly notice public hearings (conducted at the Development and Engineering Services Department), which are subject to appeals.

The development community prefers the staff level reviews, and Cordes Ranch is proposing staff level reviews for all future developments within the project area. In order for staff reviews to result in high-quality development, it is helpful to have detailed design guidelines. For the Cordes Ranch project, staff has indicated to the owners group that for development within the I-205 design district, the approval process could require Planning Commission review and City Council approval to help ensure a high quality I-205 frontage. This is an area that requires City Council direction.

Importance of the I-205 Corridor

Since the initial application to the City, staff has continuously emphasized the importance of the I-205 corridor to the owners group. Staff has been pursuing a high-identity image for Tracy, and special attention has been placed on planning the I-205 frontage. How that frontage is developed will create a powerful and lasting image of Tracy.

The owners group will present an overview of the draft I-205 design standards for Cordes Ranch and will also show two proposed entry monuments (previously briefly presented in October 2011) as well as building, landscaping, and fencing standards – in some cases the proposed landscaping is over 100-feet wide.

Discussions with the owners group on proposed land uses and design standards along I-205 have been focused on a high–identity image. Staff believes that design standards can be successful in ensuring high-quality development. However, design standards are also limited. If the zoning permits warehouse and distribution uses, which typically require very large buildings, the design standards result in larger setbacks, increased landscaping, and higher quality materials and design; the outcome is a nice looking warehouse where truck docs are screened behind walls and landscaping and buildings are designed to look less like typical distribution and warehousing facilities. The owners group has been firm in approaching the look of I-205 from the perspective of a design exercise as opposed to pursuing land use limitations in the form of more restrictive zoning.

Staff requests City Council direction as it relates to the land use limitations and design standards for the I-205 Corridor in the Cordes Ranch area.

Next Steps

After City Council input on the Cordes Ranch project, the development team including City staff will complete a Draft Specific Plan which will be reviewed for additional public input with the Planning Commission. The Specific Plan will form the basis for environmental review under the California Environmental Quality Act (CEQA); a Draft EIR is currently being completed which will be published once the Draft Specific Plan and development agreement terms have been finalized. City staff and the project owners are currently negotiating a development agreement (DA) and anticipate returning to City Council on August 21, 2012 to discuss DA terms and receive additional direction. The EIR is scheduled to be published in September, pending the outcome of DA negotiations and completion of the Specific Plan with City Council direction.

FISCAL IMPACT

This agenda item has no fiscal impact on the General Fund. The City entered into a Cost Recovery Agreement with the Cordes Ranch owners group in March 2011, providing the mechanism for the City to recover all staff and consultant costs associated with the project applications, including the Specific Plan, Environmental Impact Report (EIR), and DA.

RECOMMENDATION

Staff recommends that the City Council discuss the Cordes Ranch project and provide direction to City staff.

Prepared by: Bill Dean, Assistant Development Services Director

Reviewed by: Andrew Malik, Development Services Director

Approved by: Leon Churchill, Jr., City Manager

Attachments

A: Location map of the proposed Cordes Ranch project
B: Draft Zoning Diagram for the Cordes Ranch Specific Plan area
C: Draft permitted land use table
D: Conceptual illustrative diagram of Cordes Ranch

RECITALS

The project area includes approximately 1,723 acres of real property located in the vicinity of Interstate 205, Mountain House Parkway, and Schulte Road, commonly referred to as Cordes Ranch project area.

DAVID BABCOCK & ASSOCIATES
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CORDES RANCH

TRACY, CALIFORNIA

EXHIBIT A

JANUARY 27, 2011

EXHIBIT B

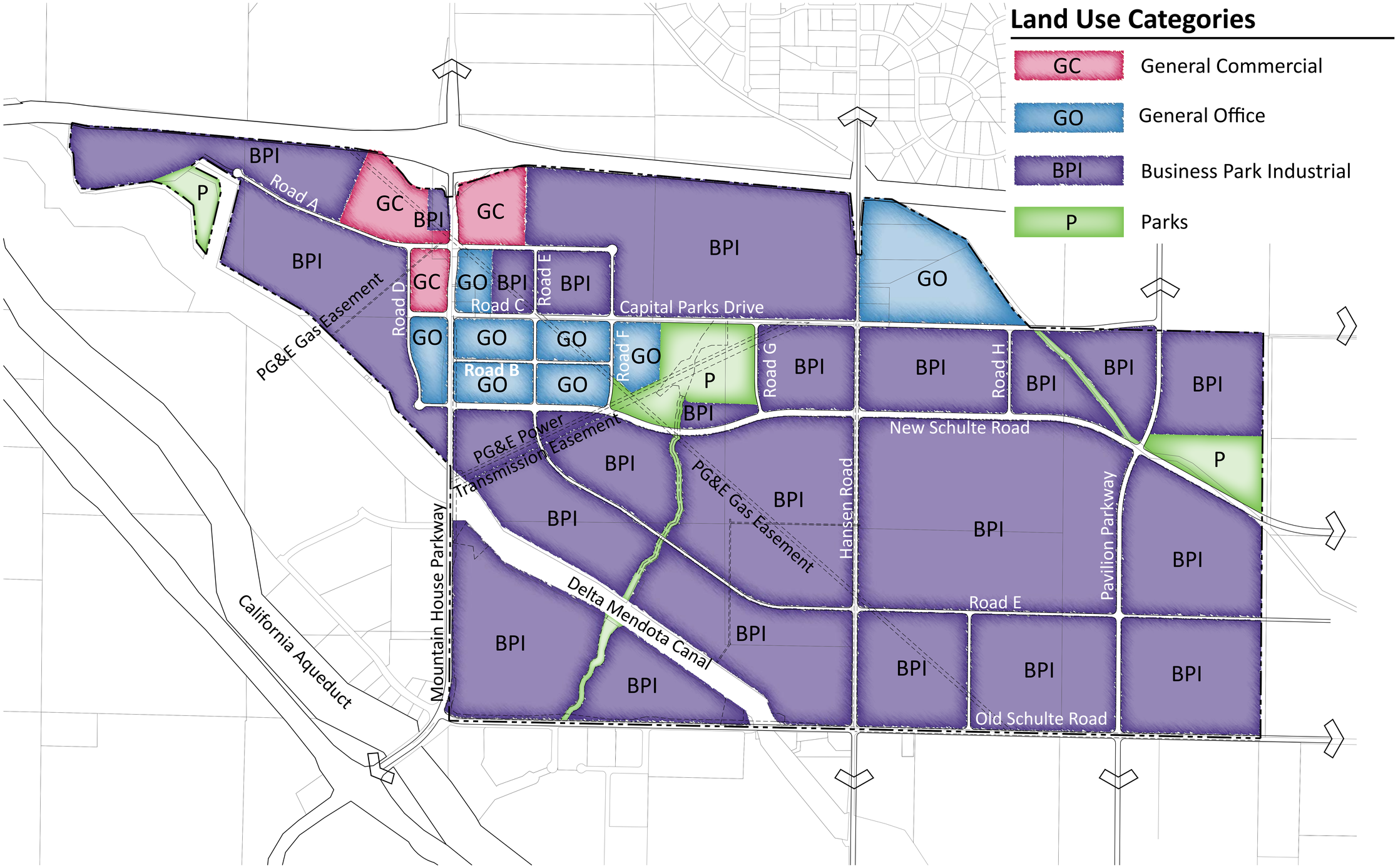

Land Use Categories
GC General Commercial
GO General Office
BPI Business Park Industrial
P Parks
Road A
Road B
Road C
Road D
Road E
Road F
Road G
Road H
Capital Parks Drive
New Schulte Road
Old Schulte Road
Hansen Road
Pavilion Parkway
Mountain House Parkway
PG&E Gas Easement
PG&E Power Transmission Easement
PG&E Gas Easement
Delta Mendota Canal
California Aqueduct

EXHIBIT C

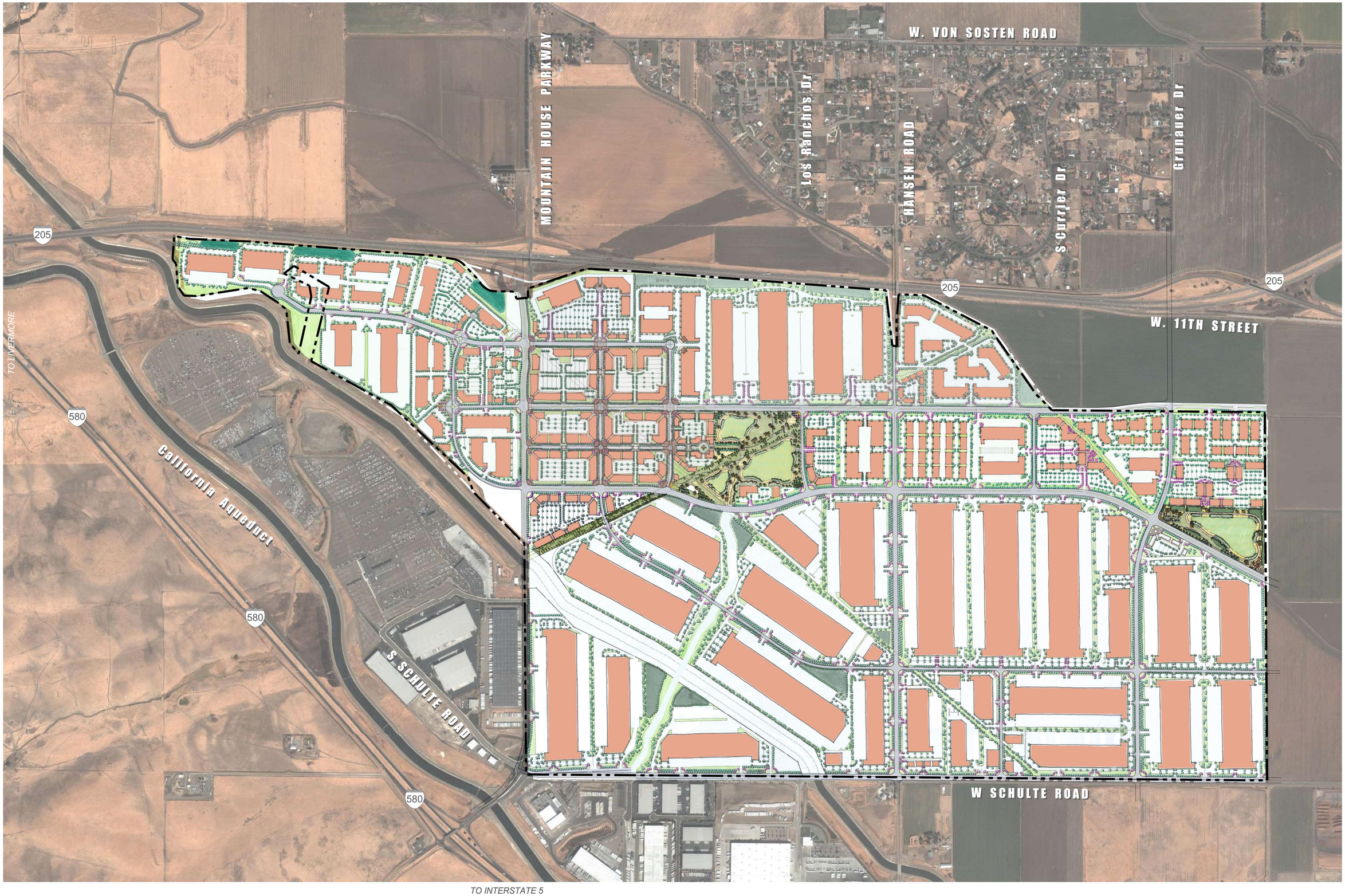
Permitted and Conditionally Permitted Uses

Uses	General Commercial (CR-GC)	General Office (CR-GO)	Business Park Industrial (CR-BPI)
Agricultural Processing, Sales, and Services	NP	NP	P
Business Services (e.g., reproduction, delivery, repair services)	P	C	P
Contract Construction	NP	NP	P
Construction Equipment & Material Storage	NP	NP	P[3]
Crop and tree farming	NP	NP	P
Day Care Centers (e.g., community care facilities)	P	P	C
Restaurants	P	P	P
Equipment Rental and Sales Construction Equipment	NP	NP	P
Gas & Service Stations with Mini Market	P	C	P
Lodging (e.g., hotels, motels)	P	C	C
Manufacturing, Processing, and Assembly	NP	P	P
Offices (e.g., Business, professional, laboratories, medical/ dental, financial services)	P[1]	P[1]	P[1]
Off-site Truck and Trailer Parking and Storage	NP	NP	P
Secured parking (e.g. fleet service vehicles and vans)	NP	P	P
Park & Ride or Off-site Parking Facilities	C	C	C
Places of Assembly (e.g., places of worship, private clubs and related uses)	C	C	C
Recreational, Educational & Instructional Uses (e.g., miniature golf, bowling alley, instructional or educational performing arts, gymnastics, post-secondary education (including school campus), vocational training, tutoring services, etc).	C	C	C
Retail & Consumer Services (e.g., building materials and hardware stores, garden center, clothing and shoe stores, department stores, drug stores and grocery stores, and personal services such as nail, hair and tanning salons).	P	NP	NP
Retail & Consumer Services as ancillary uses oriented to serve the daily needs of workers in the GO and BPI	P	C	C
Recycling Collection Facilities indoor facility only	NP	NP	P
Temporary Uses as Permitted in TMC Sec. 10.08.424	TUP	TUP	TUP
Truck Stops, Truck Fuel Stations, Truck Wash Facilities, and Truck Repair services	NP	NP	C[2]
Vehicle Sales, Service, & Rental	C	NP	NP
Warehouse & Distribution	NP	NP	P

P = Permitted
C = Conditionally Permitted
NP = Not Permitted
TUP = Temporary Use Permit

Accessory uses and temporary uses shall be allowed as provided in the Tracy Municipal Code.

Notes:
1. Offices shall be allowed to include warehousing and storage as an accessory use.
2 Truck Stops are not permitted in the I-205 Developement District
3. Outdoor storage must be completely screened from view from I-205 and public streets within streets with no vehicles, materials or equipment visable.
4. All uses including storage must be conducted wholly within a building.



Cordes Ranch

Tracy, California

Building Layout

January 12, 2012

DB+A
David Babcock & Associates

August 7, 2012

AGENDA ITEM 7

REQUEST

RECEIVE REPORT AND APPROVE A DESIGN FOR THE LOLLY HANSEN SENIOR CENTER OUTDOOR RECREATION AREA PROJECT, CIP 78136

EXECUTIVE SUMMARY

Approval of a design for the Lolly Hansen Senior Center Outdoor Recreation Area Project.

DISCUSSION

Lolly Hansen Senior Center Outdoor Recreation Area Project

The Lolly Hansen Senior Center was dedicated in 1987. Over the years the Senior Center has become heavily used on a daily basis for recreation activities, health & wellness programs and special events. On a yearly basis over 950 seniors in the Tracy community utilize the Senior Center. Participants generally have limited or no access to recreation activities and fall into the low or very low income category. The Center lacks a secure, accessible outdoor area where seniors can relax, socialize, and participate in a variety of fitness and recreational activities.

The Lolly Hansen Senior Center Outdoor Recreation Area project, CIP 78136, involves construction of an ADA accessible outdoor recreation area including fencing, shade structure, tables, seating area, fitness equipment, 2 raised planting beds, and horseshoe pit.

Status of Project

On January 13, 2011 staff submitted an application grant for CDBG funding requesting $70,000 to construct an Outdoor Recreation Area behind the Lolly Hansen Senior Center. On March 15, 2011 City Council approved the CDBG grant allocations to move forward with the project. The actual final allocation for the Senior Center project was $52,606 for FY 2011-2012. A second grant for an additional $90,000 of CDBG funding was requested for FY 2012-2013 and approved by Council on March 6, 2012. This site would allow for enhancing of senior programming. Many of the activities would be an overflow of existing programs.

During the month of August 2011 staff led focus group meetings, surveyed seniors from the Lolly Hansen Senior Center and throughout the community for input regarding the design of the Lolly Hansen Senior Center Outdoor Recreation Area. Seniors were asked to provide input regarding design, outdoor amenities, and programing and to prioritize their recommendations. During the process seniors also expressed that they wanted the outdoor area safe, secure, and that it should be fenced in. Based on the results, the seniors wanted following top five amenities: permanent tables, outdoor lighting, outdoor patio and benches, wheelchair ADA and permanent shade structure in

the recreational area. In addition, the seniors wanted recreational programs such as horseshoes, backyard games, board games, picnics and gardening classes. Other self-directed activities could include outdoor painting, bird watching and reading.

The project improvement plans include all the above facilities as recommended by the seniors. The location of each facility is so adjusted that it ensures compliance with ADA requirements. Staff is working to finalize the design of the perimeter wall to ensure that it does not impede the neighboring Civic Center park environment. The perimeter wall will be consistent with the architecture of the surrounding buildings. The final design of the wall will be approved jointly by all departments. The pavers and planter blocks are of a type similar to materials used at the obelisk in front of city hall. Attached is the layout sketch of the proposed improvements.

STRATEGIC PLAN

This agenda item supports the livability strategic plan and specifically implements the following goal and objectives:

Goal 2: A city with enticing arts, entertainment, and recreation

Objective 2b: Increase the number of entertaining, cultural, educational, and recreational activities

FISCAL IMPACT

There will be no impact to the General Fund. The project will be funded through CDBG funds. No additional operational funds are needed over 2012-13 budget.

RECOMMENDATION

That Council receives this report and approves the design for the Lolly Hansen Senior Center Outdoor Recreation Area Project, CIP 78136.

Prepared by: Jolene Jauregui, Recreation Coordinator II
Binh Nguyen, Associate Civil Engineer

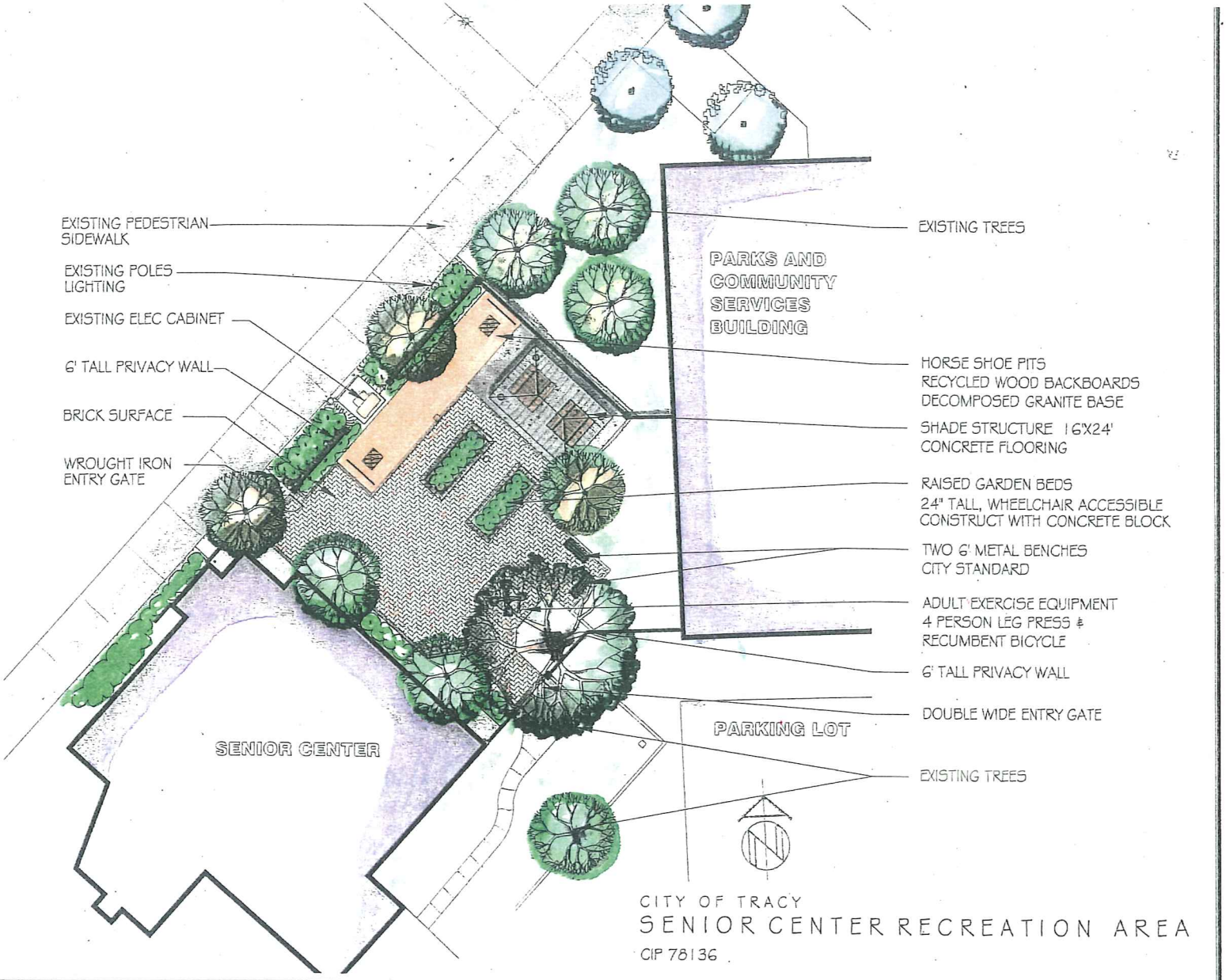
Reviewed by: Kim Scarlata, Recreation Services Manager
Kuldeep Sharma, City Engineer

Approved by: Rod Buchanan, Parks & Community Services Director
Leon Churchill, Jr., City Manager

ATTACHMENT

A: Senior Center Outdoor Recreation Area Design

Attachment A



CITY OF TRACY
SENIOR CENTER RECREATION AREA
CIP 78136

August 7, 2012

AGENDA ITEM 8

REQUEST

SECOND READING AND ADOPTION OF ORDINANCE 1174 AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE NORTHEAST INDUSTRIAL SPECIFIC PLAN, AMENDING SECTION 10.08.980, NAMES OF ZONES, AND ADDING SECTIONS 10.08.3022, NORTHEAST INDUSTRIAL SPECIFIC PLAN ZONE AND 10.08.3023, DEVELOPMENT REVIEW (NORTHEAST INDUSTRIAL SPECIFIC PLAN) TO THE TRACY MUNICIPAL CODE

EXECUTIVE SUMMARY

Ordinance 1174 was introduced at the Council meeting held on July 17, 2012. Ordinance 1174 is before Council for a second reading and adoption.

DISCUSSION

Ordinance 1174 was introduced at the Council meeting held on July 17, 2012, to amend Section 10.08.980, (Names and Zones) and add Sections 10.08.3022 (Northeast Industrial Specific Plan Zone), and 10.08.3023 (Development review – NEI Specific Plan), to the Tracy Municipal Code. The amendment will create a North East Industrial (NEI) Specific Plan Zone, and approve the rezoning of the NEI project area from Planned Unit Development to NEI Specific Plan. By converting the essential elements of the NEI Area Concept Development Plan into a Specific Plan and adding a reference to that Specific Plan in the zoning ordinance, the handling of applications within the area will be much simpler.

Ordinance 1174 is before Council for a second reading and adoption.

STRATEGIC PLAN

This agenda item supports the Economic Development Plan.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopts Ordinance 1174 following its second reading.

Attachment
Prepared by: Adrianne Richardson, Deputy City Clerk
Reviewed by: Carole Fleischmann, Assistant City Clerk

Approved by: Leon Churchill, Jr., City Manager

ORDINANCE 1174

AN ORDINANCE OF THE CITY OF TRACY ADOPTING THE NORTHEAST INDUSTRIAL SPECIFIC PLAN, AMENDING THE ZONING MAP FOR THE NORTHEAST INDUSTRIAL AREA FROM PLANNED UNIT DEVELOPMENT TO NORTHEAST INDUSTRIAL SPECIFIC PLAN, AMENDING SECTION 10.08.980, NAMES OF ZONES, AND ADDING SECTIONS 10.08.3022, NORTHEAST INDUSTRIAL SPECIFIC PLAN ZONE AND 10.08.3023, DEVELOPMENT REVIEW (NORTHEAST INDUSTRIAL SPECIFIC PLAN) TO THE TRACY MUNICIPAL CODE

WHEREAS, the Northeast Industrial (NEI) Concept Development Plan, a Planned Unit Development (PUD) was adopted by the City Council on May 8, 1996 (Resolution Number 96-146). It was amended by Resolution Nos. 99-107, 99-107, 2005-091 and 2008-046.

WHEREAS, the procedure for even a simple modification to a PUD Concept Development Plan is unnecessarily burdensome, expensive and time consuming to applicants because it requires a zoning ordinance amendment to the PUD, and

WHEREAS, by converting the essential elements of the Northeast Industrial Area Concept Development Plan into a Specific Plan (under Tracy Municipal Code Chapter 10.20) and adding a reference to that Specific Plan in the City's zoning ordinance, the handling of applications within the area will be much simpler and more straightforward.

WHEREAS, the Planning Commission held a public hearing to review and discuss the proposed NEI Specific Plan, zone text amendment and rezone from PUD to NEI Specific Plan on June 27, 2012, and

WHEREAS, the City Council held a public hearing to review and discuss the proposed NEI Specific Plan, zone text amendment and rezone from PUD to NEI Specific Plan on July 17, 2012, and

WHEREAS, the NEI Environment Impact Report (EIR) was certified by the Tracy City Council on May 8, 1996 (Resolution Number 96-144) and the General Plan Environmental Impact Report as certified by the Tracy City Council on February 1, 2011 (Resolution Number 2011-028). The proposed NEI Specific Plan is essentially unchanged from the 1996 NEI PUD and is consistent with both the NEI EIR and the General Plan EIR;

The Tracy City Council hereby ordains as follows:

SECTION 1: The Northeast Industrial Area Specific Plan, dated July 17, 2012, is adopted. This Specific Plan supersedes the former Northeast Industrial Areas Concept Development Plan, which is now repealed. References elsewhere in City documents, such as the Finance Implementation Plan and development impact fee accounts are changed to now refer to the Northeast Industrial Area Specific Plan.

SECTION 2: The City of Tracy zoning map is amended to rezone the NEI area (the 870 acres located south of I-205, east of Mac Arthur Drive, West of Banta Road and north of the Union Pacific Railroad) from PUD to NEI Specific Plan.

SECTION 3: Section 10.08.980, Names of zones, of the Tracy Municipal Code, is amended to read as follows:

"**10.08.980 - Names of zones.**
In order to classify, regulate, restrict, and segregate the uses of land and buildings, to regulate and restrict the height and bulk of buildings, to regulate the area of yards and other open spaces about buildings, and to regulate the density of population, the following zones are hereby established:

(a) Residential Estate Zone .....RE;
(b) Low Density Residential Zone .....LDR;
(c) Medium Density Cluster Zone .....MDC;
(d) Medium Density Residential Zone .....MDR;
(e) High Density Residential Zone .....HDR;
(f) Medical Office Zone .....MO;
(g) Professional Office and Medical Zone .....POM;
(h) Planned Unit Development Zone .....PUD;
(i) Residential Mobile Home Zone .....RMH;
(j) Community Shopping Center Zone .....CS;
(k) Neighborhood Shopping Zone .....NS;
(l) Central Business District Zone .....CBD;
(m) General Highway Commercial Zone .....GHC;
(n) Light Industrial Zone M-1;
(o) Heavy Industrial Zone M-2;
(p) Highway Service Zone .....HS;
(q) Agricultural Zone .....A;
(r) Airport Overlay Zone .....AO; and
(s) Northeast Industrial Specific Plan Zone ...NEI."

SECTION 4: A new Article 22.5, Former PUD areas, and a new Section 10.08.3022, Northeast Industrial Area Specific Plan Zone, and a new section 10.08.3023, Development review (Northeast Industrial Specific Plan) are added to the Tracy Municipal Code to read as follows:

"**Article 22.5 Former PUD Areas**

10.08.3022 Northeast Industrial Specific Plan Zone.
The zoning within the Northeast Industrial Specific Plan Zone is governed by the Northeast Industrial Area Specific Plan.

10.08.3023 Development review (Northeast Industrial Specific Plan).
Each development in the Northeast Industrial Specific Plan Zone that requires a building permit is subject to development review under Municipal Code Article 30 (Sections 10.08.3920 and following)."

SECTION 5. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 6. This Ordinance shall be published once in the Tri Valley Herald, a newspaper of general circulation, within fifteen (15) days from and after its final passage and adoption.

* *

The foregoing Ordinance 1174 was introduced at a regular meeting of the Tracy City Council on the 17th day of July, 2012, and finally adopted on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 10.A

REQUEST

THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, NOVEMBER 6, 2012, BE RESCHEDULED FOR WEDNESDAY, NOVEMBER 7, 2012, DUE TO THE GENERAL MUNICIPAL ELECTION

DISCUSSION

The November 6, 2012, regularly scheduled City Council meeting falls on the same day as the City's General Municipal Election.

Given the importance of the election to all citizens of Tracy, staff suggests rescheduling the Council meeting for Wednesday, November 7, 2012.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That City Council approve, by resolution, rescheduling the regular City Council meeting from Tuesday, November 6, 2012, to Wednesday, November 7, 2012.

Prepared by: Carole Fleischmann, Assistant City Clerk
Reviewed by: Maria Hurtado, Assistant City Manager
Approved by: Leon Churchill, Jr., City Manager

RESOLUTION _____

APPROVING CITY COUNCIL MEETING DATE CHANGE FROM
TUESDAY, NOVEMBER 6, 2012, TO WEDNESDAY, NOVEMBER 7, 2012,
DUE TO THE GENERAL MUNICIPAL ELECTION

WHEREAS, The regular City Council meeting scheduled for Tuesday, November 6, 2012, coincides with the City's General Municipal Election for the same date, and

WHEREAS, The Tracy City Council encourages every Tracy citizen to vote on Tuesday, November 6, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Tracy City Council that the regular City Council meeting scheduled for Tuesday, November 6, 2012, is hereby rescheduled to Wednesday, November 7, 2012.

* * * * * * * * * * *

The foregoing Resolution 2012-_____ was passed and adopted by the Tracy City Council on the 7th day of August, 2012, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

August 7, 2012

AGENDA ITEM 10.B

REQUEST

THAT THE CITY COUNCIL MAKES A DETERMINATION OF THEIR POSITION ON FIVE RESOLUTIONS TO BE CONSIDERED AT THE 2012 ANNUAL BUSINESS MEETING OF THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

EXECUTIVE SUMMARY

Request the Council discuss and determine their position on five resolutions to be considered at the Annual Business Meeting of the League of California Cities (LOCC) Annual Conference.

DISCUSSION

The LOCC Annual Conference is scheduled for Wednesday, September 5th through Friday, September 7th, in San Diego. An important part of the conference is the Annual Business Meeting. At this meeting, the League membership considers and takes action on resolutions that establish League policy. At the request of the LOCC, and in order to expedite the conduct of business at this policy-making meeting, a City Council Member from each city is designated as the voting delegate. At the City Council meeting held on July 17th Mayor Pro Tem Maciel was designated as the voting delegate for the City of Tracy. Assistant City Manager Maria Hurtado is attending the conference and may act as the alternate.

Attached is a packet of information from the League which includes the resolutions, background information on each resolution, and a LOCC staff analysis.

Following is a list of the resolutions:

- Resolution encouraging California Cities to oppose the California Desert Protection Act of 2011;
- Resolution requesting consideration of suspension of implementation or revision of the California Global Warming Solutions Act (AB 32 of 2006);
- A resolution calling upon the Governor and Legislature to enact legislation that would correct inefficiencies in the Audit System, Distribution System and inequities in the formulas for distributing court ordered arrest and citation fines, fees and assessments generated by local government;
- Resolution of the League of California Cities raising public awareness and supporting tougher laws related to internet crimes against children;
- A resolution calling for an Emergency Management Mission for California cities.

The packet also includes other pertinent information related to the Conference.

STRATEGIC PLAN

This agenda item is a routine operational item and is not related to the City's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council discusses and determines their position on each of the attached resolutions.

Attachment A – 2012 LOCC Annual Conference Resolutions Packet

Prepared by: Carole Fleischmann, Assistant City Clerk

Reviewed by: Maria Hurtado, Assistant City Manager

Approved by: Leon Churchill, Jr., City Manager

1400 K Street
Sacramento, CA 95814
PH: (916) 658-8200
FX: (916) 658-8240

Attachment A

LEAGUE OF CALIFORNIA CITIES

WWW.CACITIES.ORG

July 12, 2012

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2012 Annual Conference Resolutions Packet.

Annual Conference in San Diego. This year's League Annual Conference will be held September 5 - 7 at the San Diego Convention Center in San Diego. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Luncheon/Business Meeting - Friday, September 7, 12:00 p.m. The League's Annual Business Meeting will be held at the San Diego Convention Center.

Resolutions Packet. At the Annual Conference, the League will consider the five resolutions introduced by the deadline, Saturday, July 7, 2012, midnight. These resolutions are included in this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 5 - 7 — San Diego

I.
INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, five resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Three policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Environmental Quality, Public Safety, and Revenue & Taxation. These committees will meet on Wednesday, September 5, 2012, at the San Diego Marriott Marquis & Marina Hotel in San Diego. Please see page iii for the policy committee meeting schedule. The sponsors of the resolutions have been notified of the time and location of the meetings.

Two other policy committees ***may*** also be meeting: Administrative Services and Employee Relations. Administrative Services will meet pending League Board (July 19 & 20) action to determine whether the committee will review any November General election ballot initiatives. Employee Relations will meet if the Legislature acts on pension reform in August. If pension reform is passed, the committee will meet to discuss the details of the proposal. For now, please plan to attend the meeting at the Annual conference. If for some reason this changes, League staff will send an email notifying the committee.

Three policy committees will ***not*** be meeting at the annual conference. These committees are: Community Services; Housing, Community & Economic Development; and Transportation, Communication, & Public Works.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 6, at the San Diego Convention Center, to consider the reports of the three policy committees regarding the five resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, September 7, at the San Diego Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 6. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224.

II.
GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the Board of Directors.

   (c) Consider important issues not adequately addressed by the policy committees and Board of Directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

III.
LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 5, 2012
San Diego Marriott Marquis & Marina Hotel
333 W. Harbor Drive, San Diego

POLICY COMMITTEES MEETING AT ANNUAL CONFERENCE TO DISCUSS AN ANNUAL CONFERENCE RESOLUTION

9:00 a.m. – 10:30 a.m.	**Environmental Quality; Revenue and Taxation**
10:30 a.m. – 12:00 p.m.	**Public Safety**

***TENTATIVE* POLICY COMMITTEE MEETINGS AT ANNUAL CONFERENCE TO DISCUSS OTHER ISSUES**

9:00 a.m. – 10:30 a.m.	**Administrative Services**
10:30 a.m. – 12:00 p.m.	**Employee Relations**

Note: These policy committees will ***NOT*** meet at the Annual Conference:
Community Services
Housing, Community & Economic Development
Transportation, Communication & Public Works

General Resolutions Committee
Thursday, September 6, 2012, 1:00 p.m.
San Diego Convention Center

Annual Business Meeting and General Assembly Luncheon
Friday, September 7, 2012, 12:00 p.m.
San Diego Convention Center

IV.
KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned. **Please note that one resolution has been assigned to more than one committee. This resolution is noted by this sign (♦).**

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
3	Desert Protection Act			
4	Global Warming			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
♦1	Fines and Forfeitures			
2	Internet Crimes Against Children			
5	Emergency Management Mission for California Cities			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
♦1	Fine and Forfeitures			

Please note: These committees will ***NOT*** meet at the annual conference: Community Services; Housing, Community & Economic Development; and Transportation, Communication & Public Works

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

Action Footnotes

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A - Approve

D - Disapprove

N - No Action

R - Refer to appropriate policy committee for study

a - Amend

Aa - Approve as amended

Aaa - Approve with additional amendment(s)

Ra - Amend and refer as amended to appropriate policy committee for study

Raa - Additional amendments and refer

Da - Amend (for clarity or brevity) and Disapprove

Na - Amend (for clarity or brevity) and take No Action

W - Withdrawn by Sponsor

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

V.
2012 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTIONS REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

3. RESOLUTION ENCOURAGING CALIFORNIA CITIES TO OPPOSE THE CALIFORNIA DESERT PROTECTION ACT OF 2011

Source: City of Needles
Referred To: Environmental Quality Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, in 1993 Senator Diane Feinstein introduced the California Desert Protection Act of 1994 which became federal law and was passed by the United States Congress on October 8, 1994, and

WHEREAS, this act established the Death Valley and Joshua Tree National Parks and the Mojave National Preserve in the California desert; and

WHEREAS, this act designated 69 wilderness areas as additions to the National Wilderness Preservation System within the California Desert Conservation Area (CDCA), the Yuma District, the Bakersfield District, and the California Desert District of the Bureau of Land Management permits grazing in such areas; and

WHEREAS, the Act abolished Death Valley National Monument, established in 1933 and 1937, and incorporated its lands into a new Death Valley National Park administered as part of the National Park System. Grazing of domestic livestock was permitted to continue at no more than the then-current level. The Act also required the Secretary of the Interior to study the suitability of lands within and outside the boundaries of the park as a reservation for the Timbisha Shoshone Tribe; and

WHEREAS, the Act abolished Joshua Tree National Monument, established in 1936, and incorporated its lands into Joshua Tree National Park; and

WHEREAS, the Act established the Mojave National Preserve, consisting of approximately 1,419,800 acres (5,746 km; 2,218.4 sq mi), and abolished the East Mojave National Scenic Area, which was designated in 1981. The preserve was to be administered in accordance with National Park System laws. Hunting, fishing and trapping were permitted as allowed by federal and state laws, with certain exceptions. Mining claims were governed by the National Park System laws, and grazing was permitted to continue at no more than the then-current level; and

WHEREAS, the Act required the Secretary of the Interior to ensure that American Indian people have access to the lands designated under the Act for traditional cultural and religious purposes, in recognition of their prior use of these lands for these purposes. Upon the request of an Indian tribe or religious community, the Secretary must temporarily close specific portions to the general public to protect the privacy of traditional cultural and religious activities; and

WHEREAS, flights by military aircraft over the lands designated by the Act were not restricted or precluded, including over flights that can be seen or heard from these lands; and

WHEREAS, Congress found that federally owned desert lands of southern California constitute a public wildland resource of extraordinary and inestimable value for current and future generations; these desert wildlands have unique scenic, historical, archeological, environmental, ecological, wildlife, cultural,

scientific, educational and recreational values; the California desert public land resources are threatened by adverse pressures which impair their public and natural values; the California desert is a cohesive unit posing difficult resource protection and management challenges; statutory land unit designations are necessary to protect these lands; and

WHEREAS, Senator Dianne Feinstein, author of the 1994 California Desert Protection Act has introduced legislation "California Desert Protection Act of 2011" that will set aside new land in the Mojave Desert for conservation, recreation and other purposes; and

WHEREAS, the proposed legislation will take AN ADDITIONAL 1.6 million acres of Bureau of Land Management land out of potential development, including mining exploration, by designating two new "National Monuments", one adjacent to the Mojave National Preserve which will take 1.5 million acres out of BLM multiple use in addition to 800,000 acres out of private ownership and one adjacent to the Joshua Tree National Park; and

WHEREAS, this legislation will result in just about every square inch of the desert spoken for, either for military use, national parks, wilderness and special conservation areas, Indian reservations and other types of land management (half of the lands under BLM management are protected under wilderness or special conservation area restrictions); and

WHEREAS, projects, such as California mandated solar energy development, that would disturb or destroy habitat must make up for that loss by purchasing private habitat at ratios of at least three acres for every one acre disturbed; and

WHEREAS, at that rate, even in the nation's largest county, San Bernardino, just three solar projects on federal land will require an amount of private land acquisition of 22,000 acres, or roughly 34 square miles, land will come off of the county's tax rolls and we will literally run out of mitigation land after a handful of projects; and

WHEREAS, the Federal Energy Policy Act of 2005 requires that 10,000 megawatts of renewable energy be generated on public land in the west. To meet California's mandate of having 33 percent of our energy come from renewable sources, it requires more that 20,000 megawatts of production and they are looking mainly at public lands. If we approve that much solar, the result would be a regulatory lockdown on the rest of the Desert by the Federal Fish and Wildlife Service and the State Department of Fish and Game; and

WHEREAS, the Desert Protection Act of 1994 encompassed 1.5 million acres or 2,218.4 square miles plus an additional 800,000 acres of private land or 1,250 square miles; Fort Irwin, 1,000 square miles; 29 Palms Marine Base, 931.7 square miles and they have also applied for an additional 420,000 acres in 2008, or 659.375 square miles totaling 6,059.48 square miles; and

WHEREAS, the California Desert Protection Act of 2011 will take OVER 2,300 square miles, not including the acreage of wilderness located outside any of the above mentioned areas (this total mileage would roughly encompass Rhode Island, Delaware, and Connecticut); and

WHEREAS, these public lands have long supported a range of beneficial uses and efforts have been made to protect the desert inhabitants. Let's not destroy the desert or our ability to use and enjoy it.

NOW, THEREFORE, BE IT RESOLVED, by the General Assembly of the League of California Cities assembled at the Annual Conference in San Diego, September 7, 2012, that the

League encourages California cities to adopt resolutions in opposition to the California Desert Protection Act of 2011.

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League of California Cities Staff Analysis

Staff: Kyra Ross, Legislative Representative, (916) 658-8252
Committee: Environmental Quality Policy Committee

Summary:
This resolution encourages California cities to oppose the California Desert Protection Act of 2011.

Background:
The California Desert Protection Act of 2011 (S. 138) is legislation proposed by Senator Dianne Feinstein which would provide for conservation, enhanced recreation opportunities, and development of renewable energy in the California Desert Conservation Area. The Measure would:

- Create two new national monuments: the 941,000 acres Mojave Trails National Monument along Route 66 and the 134,000 acres Sand to Snow National Monument, which connects Joshua Tree National Park to the San Bernardino Mountains.
- Add adjacent lands to Joshua Tree National Park, Death Valley National Park and Mohave National Preserve;
- Protect nearly 76 miles of waterways;
- Designate five new wilderness areas;
- Designate approximately 250,000 acres of Bureau of Land Management wilderness areas near Fort Irwin;
- Enhance recreational opportunities; and,
- Designate four existing off-highway vehicle areas in the California Desert as permanent.

S. 138 is a re-introduction of S. 2921, the California Desert Protection Act of 2010 which is now dead. S. 138 was introduced in January 2011 and was referred to the Senate Committee on Energy and Natural Resources. The measure has not yet been set for hearing by the Committee.

Fiscal Impact:
Unknown. No direct fiscal impact to city general funds.

Existing League Policy:
The League's Mission Statement is "to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians."

Specific to this Resolution, existing policy offers no specific policy on this issue.

The League's Strategic Priorities for 2012, as adopted by the League Board of Directors, include:

2) Promote Local Control for Strong Cities: Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues, land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

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4. RESOLUTION REQUESTING CONSIDERATION OF SUSPENSION OF IMPLEMENTATION OR REVISION OF THE CALIFORNIA GLOBAL WARMING SOLUTIONS ACT (AB 32 of 2006)

Source: City of Needles
Referred to: Environmental Quality Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, in 2006 the California Legislature adopted the California Global Warming Solutions Act, commonly referred to as AB 32 (Health & Safety Code §§38500 et seq.); and

WHEREAS, AB 32 aims to reduce California's greenhouse gas emissions (GHGs) to 1990 levels by 2020 (Health & Safety Code §38550) and to 80 percent below 1990 levels by 2050; and

WHEREAS, the California Air Resources Board (CARB) is the government agency charged with determining how the AB 32 goals will be reached (Health & Safety Code §38510); and

WHEREAS, CARB's implementation of AB32 aims to reduce California's GHG emissions by 169 million metric tons of carbon dioxide equivalent (MMTCO2E) through a variety of strategies, including sector-specific regulations, market mechanisms, voluntary measures, fees, incentives and other policies and programs; and

WHEREAS, there are portions of the state that have been designated as nonattainment for the national ambient air quality standards (NAAQS) for Ozone and PM, nonattainment for state ambient air quality standards (SAAQS) for Ozone, PM, Sulfates and Hydrogen Sulfide, and identified by CARB pursuant to as overwhelmingly impacted by transported air pollution from upwind air basins; and

WHEREAS, areas designated nonattainment are mandated under the provisions of the Federal Clean Air Act (FCAA) to require pursuant to New Source Review (NSR) rules, Best Available Control Technology (BACT) and offsetting emissions reductions (Offsets) on major new or modified stationary sources of those nonattainment air pollutants and their precursors (42 U.S.C. §§7502(c)(5), 7503) regardless of whether or not the area so designated has any control or not over the pollution causing the nonattainment finding; and

WHEREAS, the United States Environmental Protection Agency (USEPA) has requested that a program be developed to implement the Prevention of Significant Deterioration (PSD) which will require additional analysis for new or modified sources of attainment pollutants including but not limited to greenhouse gases, which will also necessitate emissions reductions and BACT in some cases for attainment pollutants; and

WHEREAS, due in part to the limited number of existing sources of air pollutants and the overwhelming impact of transport some or a majority of the cities have few if any available emissions reductions available to provide such offsets; and

WHEREAS, many technologies used to attain BACT levels of air pollution control are based upon the combustion of fossil fuels which also causes emissions of GHGs; and

WHEREAS, there are a variety of Federal regulations promulgated and proposed by the USEPA regarding greenhouse gasses that have the potential to conflict both directly and in their implementation with regulatory measures to implement AB32 as adopted and proposed by CARB; and

WHEREAS, there are a variety of other mandates and regulations at the State level (municipal waste diversion, renewable energy mandate etc.) which have the potential to conflict both directly and in due to their implementation with regulatory measures to implement AB32 as adopted and proposed by CARB; and

WHEREAS, such conflicts severely impede the cities or state as well as regulated industry efforts to comply with both the applicable Federal regulations and regulations implementing AB32; and

WHEREAS, the existing and proposed regulations on both the State and Federal level result in an overall regulatory structure that is inconsistent and confusing making it virtually impossible or incredibly slow to start any new large scale projects within the State at a time where California infrastructure and its economy are in most need of refurbishment; and

WHEREAS, the existing and proposed regulations and unclear guidelines will also make it more difficult for smaller, pollution transport impacted air districts like the MDAQMD, to properly implement and enforce the regulations;

NOW, THEREFORE, BE IT RESOLVED, by the General Assembly of the League of California Cities assembled at the Annual Conference in San Diego, September 7, 2012, that the League encourages the existing 482 California cities to adopt resolutions requesting a suspension of the implementation of some, if not all, the regulations promulgated under the California Global Warming Solutions Act (AB 32 of 2006) until such time as the legal and regulatory inconsistencies can be resolved; and

BE IT FURTHER RESOLVED, that California cities request the California Air Resources Board and other applicable state agencies examine the impact of the regulations promulgated pursuant to AB 32 and for potential direct and indirect conflict with other existing regulations at both the State and Federal level including but not limited to the potential for gains in one area to jeopardize progress in another; and

BE IT FURTHER RESOLVED, that California cities request the California Air Resources Board and other applicable state agencies examine the overall economic impact of the regulations promulgated pursuant to AB 32 and their interaction with other existing regulations with emphasis upon the potential for job and other economic activity "flight" from California; and

BE IT FURTHER RESOLVED, that California cities request the State of California by and through its Governor, Legislature, and applicable state agencies should encourage the resolution of internal conflicts between and among existing Federal programs by supporting items including but not limited to: reopening the Federal Clean Air Act, New Source Review Reform, and efforts to regulate GHGs under a comprehensive Federal program.

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League of California Cities Staff Analysis on Resolution No. 4

Staff: Kyra Ross, Legislative Representative, (916) 658-8252
Committee: Environmental Quality Policy Committee

Summary:
This resolution encourages California cities to:

1.) Adopt resolutions requesting the suspension of the implementation of some, if not all, the regulations promulgated under the California Global Warming Solutions Act (AB 32) until such time as the legal and regulatory inconsistencies can be resolved;
2.) Asks cities to request the California Air Resources Board (CARB) and other applicable state agencies examine the impact of the regulations promulgated pursuant to AB 32, and for potential conflict with other existing regulations at both the State and Federal level including, but not limited to, the potential for gains in one area to jeopardize progress in another; and,
3.) Asks cities to request the CARB and other applicable state agencies examine the overall economic impact of the regulations promulgated pursuant to AB 32 and their interaction with other existing regulations with emphasis upon the potential for job and other economic activity "flight" from California; and,
4.) Asks cities to request the State to encourage the resolution of internal conflicts between and among existing Federal programs by supporting items, including but not limited to:
    a. Reopening the Federal Clean Air Act;
    b. New Source Review Reform; and,
    c. Efforts to regulate greenhouse gas emissions under a comprehensive federal program.

Background:
AB 32 passed in 2006 and requires the State to reduce greenhouse gas emissions to 1990 levels by 2020. As the implementing agency, CARB developed and passed a Scoping Plan in 2008, outlining emission reduction measures to help the state meet its statutory reduction of greenhouse gas emissions. Since 2008, a number of measures outlined in the Scoping Plan have been implemented. Measures of interest to cities include: voluntary local government 15% reduction in greenhouse gas emissions; regional transportation-related greenhouse gas targets; landfill methane control; and green building codes.

At the same time, many of California's 15 air basins are facing ongoing challenges to meeting federal air quality standards. It's important to note that regulation of air quality in California is separated into two levels of regulation. CARB regulates air pollution from cars, trucks, buses and other sources, often referred to as "mobile sources". Local air districts regulate businesses and industrial facilities. Local air districts are the bodies that regulate ozone, PM 2.5 and PM 10. Ground level ozone (ozone), more commonly referred to as smog, is a pollutant that forms on hot summer days (not to be confused with the ozone that forms in the upper atmosphere or stratosphere). Ozone is not directly emitted by one source but comes from a combination of volatile organic compounds and nitrogen oxides. In the presence of sunlight, especially on hot summer days, this mixture forms ozone. Particulate Matter (PM) is made up of fine solid or liquid such as dust, fly ash, soot, smoke, aerosols, fumes, mists, and condensing vapors. US EPA has set health based standards for particles smaller than 10 microns (PM 10) and particles smaller than 2.5 microns (PM 2.5). When these particles become airborne, they can be suspended in the air for long periods of time. Both PM 10 and PM 2.5 have been determined to cause serious adverse health effects.

According to an April 2012 report by the California Air Pollution Control Officer's Association "California's Progress Toward Clean Air":

> *Despite significant improvements, air quality remains a major source of public health concern in large metropolitan areas throughout California. The San Joaquin and South Coast Air Basin*

continue to face significant challenges in meeting the federal health-based standards for ozone and fine particles, despite their regional and state-level controls on mobile and stationary sources that are the most stringent in the nation. In 2007, both regions sought extension for meeting the 1997 8-hour federal ambient air quality standard for ozone. A comparable challenge faces each region with respect to attainment of the 1997 PM2.5 standard. Due to continued progress in health research, the federal EPA lowered the ambient concentration for the 8-hour ozone and 24-hour PM 2.5 standards in 2008 and 2006, respectively. The net effect of these stricter standards is to raise the performance bar for California air basins. This will extend the timeframe for attainment in highly polluted regions as well as increase the number of basins with non-attainment status. Challenges also exist for air districts across California who are in attainment with the federal standards, as they continue to strive for attainment of the State's health-based ozone and PM standards, which are more stringent than the standards adopted by the US EPA.

According to the Sponsor, areas designated nonattainment are mandated under the provision of the federal Clean Air Act to require (pursuant to New Source Review Rules) Best Available Control Technology (BACT) and offsetting emissions reduction on major new or modified stationary sources of those nonattainment air pollutants and their precursors regardless of whether or not the area so designated has any control and not over the pollution causing the nonattainment finding.

The Sponsor also notes that there are a variety of other mandates and regulations at the state level that have the potential to conflict both directly and indirectly with the implementation of AB 32 measures being proposed and implemented by CARB. Two measures pointed out by the Sponsor are the existing mandate for local jurisdictions to divert 50% of solid waste from landfills (Public Resources Code 41780) and the state Renewable Portfolio Standard (RPS) that requires all retail sellers (Investor Owned Utilities, electric service providers, and community choice aggregators) and all publicly owned utilities to procure at least 33% of electricity delivered to their retail customers from renewable resources by 2020.

Fiscal Impact:
Unknown. No direct fiscal impact to city general funds.

Existing League Policy:
Specific to this Resolution, existing policy states:

Air Quality

- The League believes cities should have the authority to establish local air quality standards and programs that are stricter than state and federal standards. The League opposes efforts to restrict such authority.
- The League opposes legislation redirecting the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.
- The League opposes air quality legislation that restricts the land use authority of cities.

Climate Change

- The League recognizes that climate change is both immediate and long term, with the potential for profound environmental, social and economic impacts to the planet and to California.
- Through the Global Warming Solutions Act of 2006 (AB 32 (Nuñez) Chapter 488, Statutes of 2006) California has embarked on a plan that requires the reduction of greenhouse gas emissions to 1990 levels by 2020. Although uncertainty remains about the pace, distribution and magnitude of the effects of climate change, the League recognizes the need for immediate actions to mitigate the sources of greenhouse gas emissions and has adopted the following principles:

  1. Action Plans for Mitigating Greenhouse Gas Emissions. Encourage local governments to complete

an inventory of greenhouse gas emissions, set appropriate reduction targets, and create greenhouse gas emission reduction action plans.

2. Smart Growth. Consistent with the League's Smart Growth policies, encourage the adoption of land use policies designed to reduce sprawl, preserve open space, and create healthy, vibrant, and sustainable communities.
3. Green Technology Investment Assistance. Support tax credits, grants, loans and other incentives to assist the public, businesses, and local agencies that invest in energy efficient equipment and technology, and fuel efficient, low emission vehicles.
4. Energy and Water Conservation and Efficiency. Encourage energy efficiency, water efficiency, and sustainable building practices in new and existing public, residential and commercial buildings and facilities. This may include using the U.S. Green Building Council's LEED program or similar systems.
5. Increase the Use of Clean Alternative Energy. Promote the use and purchase of clean alternative energy through the development of renewable energy resources, recovery of landfill methane for energy production and waste-to-energy technologies.
6. Reduction of Vehicle Emissions in Public Agency Fleets. Support the reduction of vehicle emissions through increased fuel efficiency, use of appropriate alternative fueled vehicles, and/or low emission vehicles in public agency fleets. Encourage the use of appropriate alternative fueled vehicles, and/or low emission vehicles in private fleets.
7. Climate Change Impacts. Encourage all levels of government to share information to prepare for climate change impacts.
8. Coordinated Planning. State policy should encourage and provide incentive for cities to coordinate and share planning information with neighboring cities, counties, and other governmental entities so that there are agreed upon regional blueprints and strategies for dealing with greenhouse gas emissions.
9. Water Supply for New Development. Encourage exchange of water supply information between state and local agencies, including information on the impacts of climate change on state and local water supplies.
10. Recycles Content and Green Purchasing Policies. Encourage the adoption and implementation of recycled content and green procurement policies, if fitness and quality are equal, including the adoption of an Environmental Management System and authorization of local agencies to consider criteria other than only cost in awarding contracts for services.

Additionally, the League's Mission Statement is "to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians."

Finally, the League's Strategic Priorities for 2012, as adopted by the League Board of Directors, include:

In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, are to:
1) Support Sustainable and Secure Public Employee Pensions and Benefits: Work in partnership with state leaders and other stakeholders to promote sustainable and secure public pensions and other post-employment benefits (OPEBs) to help ensure responsive and affordable public services for the people of our state and cities.

2) Promote Local Control for Strong Cities: Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues,

land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

3) Build Strong Partnerships for a Stronger Golden State: Collaborate with other public and private groups and leaders to reform the structure and governance, and promote transparency, fiscal integrity, and responsiveness of our state government and intergovernmental system.

RESOLUTIONS REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

♦1 A RESOLUTION CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENACT LEGISLATION THAT WOULD CORRECT INEFFICIENCIES IN THE AUDIT SYSTEM, DISTRIBUTION SYSTEM AND INEQUITIES IN THE FORMULAS FOR DISTRIBUTING COURT ORDERED ARREST AND CITATION FINES, FEES AND ASSESSMENTS GENERATED BY LOCAL GOVERNMENT.

Source: City of Glendora
Referred to: Revenue & Taxation Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the primary purpose of criminal and traffic laws is to improve safety for the public, where the cost involved to implement enforcement falls primarily upon local law enforcement agencies throughout the State; and

WHEREAS, if State laws are to be effectively enforced then local cities must have a fair revenue structure to pay the cost of making arrests and issuing citations for criminal and traffic violators; and

WHEREAS, the significant inequity in the amount cities receive in relation to the full cost of a citation and/or arrest results in an unfair distribution of revenue to cities that are generated by court fines, fees, surcharges, penalties and assessments levied on offenders; and

WHEREAS, the current inefficiencies in the system makes it practically impossible for cities to insure transparency and effectively audit, administer and manage public funds that are generated by cities and distributed by the State and County; and

WHEREAS, to adequately protect and serve the public during this time of declining revenue and deteriorating services the inequities in the system needs to be changed; and

WHEREAS, court-ordered debt collection and revenue distribution is a complex system where there are few audits, if ever, done to determine if cities are receiving their fair share of disbursements; and

WHEREAS, once a debt has been collected, in whole or in part, distributing the money is not simple as there are over 150 ways collection entities are required to distribute revenue collected from traffic and criminal court debts. Depending on the fine, fee, surcharge or penalty assessment imposed by the court has more than 3,100 separate court fines, fees, surcharges, penalties and assessments levied on offenders that appear in statutes spanning 27 different state code sections; and

WHEREAS, the current system makes it practically impossible for cities to effectively administer and manage public funds that are generated by cities. Because of the complex system cities cannot determine if they are receiving their fair share of the fines collected; and

WHEREAS, Counties and the State have statutory responsibility and power to conduct their audits, while cities do not currently have clear legal standing to demand access to court records for purposes of conducting audits in a thorough and transparent manner which further shrouds the understanding of when and how revenue is distributed; and

WHEREAS, in December 2011 at the request of the Glendora Police Department the Los Angeles Superior Court conducted a sample audit of 15 Glendora Police Department-issued citations from 2010. The results of the sample audit revealed the City of Glendora received about 12% ($253) of the $2,063 in paid fines for the 12 of the 15 citations submitted. Three (3) of the citations in the audit were sent to collection or warrants. Based on those results, the city received an average of $21, while the State and County received an average of $172 for each of the 12 citations. The percentage breakdown for the city was 12.25% as compared to the State and County's share of 86.75%; and

WHEREAS, issuing a typical vehicle code violation citation can involve up to an hour of the issuing officer's time and the time of a records clerk tasked with entering citations into the database costing approximately $82 per hour. If the citation is challenged the cost increases another $135 to cover the cost of court time and handling of the notices associated with such an appeal. Therefore, the cost incurred to issue a citation currently is between $82 and $217, while the sample audit reveals the city is receiving about $21 in cost recovery; and

WHEREAS, officials with Superior Court openly admit that similar results would be expected for almost every jurisdiction in the State issuing citations due to the complexity and "Priority of Distribution" they must follow from the State of California. "Priority Distribution" is triggered when a court reduces a fine for a citation. This process prohibits Judges from reducing penalty assessments and thus the only discretion Judges have in reducing fines, fees and costs is to reduce the base fine, or city portion, of the total fine. This process has a significant impact on the amount of money cities issuing the citation will receive. Rarely is the reduction in the fine taken from other stakeholders. Cities are one of the lowest priorities on the distribution list and often find themselves receiving significantly less share-or no share after deducting State and County fees and surcharges; and now there let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in San Diego on September 7, 2012, that the League of California Cities calls upon the State Legislature and Governor to:

1. Create an efficient system to provide cities with a clear authority to audit the distribution of fines, fees, assessments and administrative costs for criminal and traffic violations;

2. Enact legislation that changes the "Priority Distribution" mandate so cities receive the total cost of issuing, processing and testifying in court on criminal cases and traffic violations; and

3. That any reduction in fines, fees, assessments or costs should be equally distributed from the total fine imposed, not just from the city base fine.

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Background Information on Resolution No. 1

Source: City of Glendora

Background:
Court-ordered debt collection and revenue distribution is a complex system where there are few audits, if ever, done to determine if cities are receiving their fair share of disbursements. The current system makes it practically impossible for cities to effectively administer and manage public funds that are generated by cities. Because of the complex system cities cannot determine if they are receiving their fair share of the fines collected.

Once a debt has been collected, in whole or in part, distributing the money is not simple as there are over 150 ways collection entities are required to distribute revenue collected from traffic and criminal court debts, depending on the fine, fee, surcharge or penalty assessment imposed by the court and California has more than 3,100 separate court fines, fees, surcharges, penalties and assessments levied on offenders that appear in statutes spanning 27 different government code.

County and state have statutory responsibility and power to conduct their audits, while cities do not currently have clear legal standing to demand access to court records for purposes of conducting audits in a thorough and transparent manner which further shrouds the understanding of when and how revenue is distributed.

At the request of the City of Glendora, in December 2011, the Los Angeles Superior Court conducted a sample audit of 15 Glendora Police Department-issued citations from 2010. The results of the sample audit revealed the Glendora received about 12% ($253) of the $2,063 in paid fines for the 12 of the 15 citations submitted. Three (3) of the citations in the audit had been sent to collection or warrants. Based on those results, the city received an average of $21, while the state and county received an average of $172 for each of the 12 citations. The percentage breakdown for the city was 12.25% as compared to the state and county's share of 86.75.%

Issuing a typical vehicle code violation citation can involve up to an hour of the issuing officer's time and the records clerk tasked with entering citations into the database costing approximately $82 per hour. If the citation is challenged the cost increases another $135 to cover the cost of court time and handling of the notices associated with such an appeal. Therefore, the cost incurred to issue a citation that is currently between $82 about $217, while the sample audit reveals the city is receiving about $21 in cost recovery.

Officials with Superior Court openly admit that similar results would be expected for almost every jurisdiction in the state because when a court reduces a fine it triggers a process called "Priority Distribution." This process prohibits Judges from reducing penalty assessments imposed by the county and state and thus the only discretion that Judges have in reducing fines is to reduce the *Base Fine (City Portion)* of the total fine. This mandate has a significant impact on the amount of money cities issuing the citation receive. Rarely is the reduction in the fine taken from other stakeholders. Cities are one of the lowest priority on the distribution so often they find themselves receiving significantly less share-or no share after deducting state and county fees and surcharges.

The primary cost to implement enforcement falls upon local law enforcement agencies throughout the state. This Resolution calls upon the State Legislature and Governor to create an efficient system to provide cities with a clear authority to audit the distribution of fines, fees, assessments and administrative costs for criminal and traffic violations. In addition, legislation should be developed and passed that changes the "Priority Distribution" mandate so the cities receive the total cost of issuing, processing and testifying in court on criminal cases and traffic violations and that any reduction in fines, fees, assessments or costs should be equally distributed from the total fine imposed.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Dorothy Holzem, Assoc. Legislative Representative, (916) 658-8214
Committee: Public Safety Policy Committee

Staff: Dan Carrigg, Legislative Representative, (916) 658-8222
Committee: Revenue and Taxation Policy Committee

Summary:
This Resolution urges the League of California Cities, through legislative or administrative means, to clarify the authority for cities to audit the distribution of court imposed fines, fees, penalty assessments and administrative costs for criminal and traffic violations.

It also urges the League to seek legislative changes to the "Priority Distribution" statutory formula so that cities receive the total cost of issuing, processing and testifying in court on criminal cases and traffic violations. The current statutory formula allows reductions to the base fine but maintains the same level of penalty assessments, based upon the full penalty charge.

Finally, any reductions that may occur in fines, fees, assessments or costs determinations should be equally distributed from the total fine imposed, not just from the city base fine.

This Resolution raises several policy questions:
1) Should cities have the authority to request audits and receive reports from a county or the state on the local share of revenue resulting from criminal and traffic violation penalties?

2) Should cost-recovery be a driving factor in setting monetary penalties for criminal or traffic violations?

3) Should reductions (as ordered by a judge) to the fines owed by violators be taken just out of the base fine, or should the base fine and related penalty assessments be reduced proportionately?

Background:
In California, criminal offenders may have additional penalty assessments made to their base fines. These penalty assessments are based on the concept of an "abusers fee," in which those who break certain laws will help finance programs related to decreasing those violations. For example, drug and alcohol offenses and domestic violence offenses are enhanced by special assessments on fines that directly fund county programs designed to prevent the violations. All other criminal offenses and traffic violations are subject to penalty assessments that are used to fund specific state programs.

According to the Resolution sponsor, the City of Glendora, the court-ordered collection of penalty fines and additional assessments, as well as the subsequent revenue distribution, is a complex system where few audits are conducted to determine if cities are receiving their share of collections. The current system makes it practically impossible for cities to effectively administer and manage public funds that are generated by cities.

The League recently held in-depth policy discussions related to audit authority in light of the misconduct charges against the City of Bell in 2011. The League convened a technical working group to review audit legislation and administrative efforts by the State Controller's Office. Following the work of this group, the League Board adopted principles supporting transparent, accurate financial and performance information. (See "Existing Policy" section below.) However, these principles did not address expanding cities' audit authority over the state, counties, or other public agencies.

The sponsors state that there are over 150 ways collection entities are required to distribute revenue collected from traffic and criminal court debts. Depending on the fine, fee, surcharge or penalty assessment imposed, there are more than 3,100 separate court fines, fees, surcharges, penalties and assessments levied on offenders that appear in statutes spanning 27 different state code sections.

Generally, the base fines for criminal and traffic citations are significantly lower than the additional penalty assessments levied by the state and counties. In some instances, the penalty assessment for state and local programs can be three or four times the amount collected by the city or county agency that issued the citation through their local enforcement authority. The amount each program account receives is based on a statutory formula. For example, if a driving under the influence (DUI) fine is $1000, specific dollar amounts proportionate to the base fine are added under six different code sections for a total price tag of $3,320 for the offense.

Some examples of program accounts receiving penalty assessment revenues include Peace Officer Standards and Training (POST), victim witness protection and services, court security, court construction, forensic laboratories for DNA identification, and automated fingerprint identification. The impact of programs largely funded, if not solely funded, by penalty assessment revenue casts a wide net of stakeholders including counties, sheriffs, district attorneys, public defenders, fish and game wardens, victim advocates, and access to the judicial system advocates. Cities are also partial benefactors of penalty assessment funded programs related to law enforcement.

For the last three decades, this policy area has been under great scrutiny and study but with little reform taking place. The recommendations from past studies and reports to consolidate penalty assessment accounts or their collections efforts, which would require legislative action, have likely not gained traction because of the inevitable loss of revenue for the specific programs and the affected interest groups.

In 1986, the Legislature enacted Senate Concurrent Resolution 53, requiring the Legislative Analyst Office (LAO) to study the statutory penalty assessments that are levied by the courts on offenders and the state programs that the funds support. The completed 1988 study found a complicated system of collection and distribution of penalty funds. The LAO was unable to fully identify the source offenses that generated penalty revenues because of limitations in most county collection systems.

In 2005, the California Research Bureau issued a report for the Assembly Public Safety Committee on county penalty assessments that drew similar conclusions. They stated the complexity of the system means poor revenue collection, disproportionate justice for debtors, and undermines the usefulness of fines as a punishment or deterrent. They recommended efforts to streamline and consolidate collections, funding, and appropriations.

After some delay, the state created the Administrative Office of the Court's Court-Ordered Debt Task Force, which is charged with evaluating and exploring means to streamline the existing structure for imposing and distributing criminal and traffic fines and fees. This Task Force has been asked to present preliminary recommendations to the Legislature regarding the priority in which court-ordered debt should be satisfied and the use of comprehensive collection programs. Currently, the League of California Cities has two appointments to the Task Force. However, the Task Force has been put on hiatus and has not met for approximately 12 months due to significant state cuts to the court budget in recent years.

Currently, legislation was introduced this year to address the issue of cities not recouping the costs of issuing citations. The response has been to increase the base fine and not change penalty assessments. Assembly Bill 2366 (Eng) would increase the base fine of "fix-it" tickets from $10 to $25 dollars. This has largely been successful in the legislative fiscal committees because with every increase to the base fine for the issuing agency, so increases the state and county share of penalty assessments proportionately.

Lastly, in most instances when the legislature takes into consideration a fine increase, be it for manufacturer product responsibility or criminal acts, the legislature focuses on how the increased fine will alter behavior, not on recovering the costs of enforcing that violation.

Fiscal Impact:
Unknown. Potential additional revenue received by cities, if any, would vary based on total citations issued and collected.

Existing League Policy:
Related to this Resolution, existing policy offers:

- Cities and the League should continue to emphasize efficiency and effectiveness, encouraging and assisting cities to achieve the best possible use of city resources.
- The League supports efforts to preserve local authority and accountability for cities, state policies must ensure the integrity of existing city revenue sources for all cities, including the city share and situs allocation, where applicable, of property tax, sales tax, vehicle license fee, etc.

Audit Principles Adopted by the League Board

- Given the State already has substantial authority to examine local government financial practices, and recognizes the significant resources required by auditors and local governments to complete audits, additional authority should only be granted to a State agency when there are documented insufficiencies in its existing authority.

- Governmental financial audits and performance audits ensure financial integrity and promote efficient, effective and accountable local government.

- Transparent, accurate financial and performance information is necessary for citizens to have confidence that their interests are being served, and for decision makers to be accountable for ensuring that public funds are spent appropriately and effectively.

- Public trust is inspired when auditors perform their work with independence, objectivity and integrity, remaining free from personal, external and organizational impairments to that independence, both in fact and in appearance.

- Public confidence in government is maintained and strengthened when financial and performance information is collected, managed and reported in accordance with nationally recognized professional accounting and auditing standards.

The League's Mission Statement is "to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians."

In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, are to:
1) Support Sustainable and Secure Public Employee Pensions and Benefits: Work in partnership with state leaders and other stakeholders to promote sustainable and secure public pensions and other post-employment benefits (OPEBs) to help ensure responsive and affordable public services for the people of our state and cities.

2) Promote Local Control for Strong Cities: Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues,

land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

3) Build Strong Partnerships for a Stronger Golden State: Collaborate with other public and private groups and leaders to reform the structure and governance, and promote transparency, fiscal integrity, and responsiveness of our state government and intergovernmental system.

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2. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES RAISING PUBLIC AWARENESS AND SUPPORTING TOUGHER LAWS RELATED TO INTERNET CRIMES AGAINST CHILDREN

Source: San Diego County Division
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, technology has brought significant changes to our society over the past two decades, many of which have had a positive effect on our quality of life while some have threatened the safety and well- being of our young children; and

WHEREAS, the internet has made victimization of children easier than ever before; and

WHEREAS, the internet has also significantly increased the availability of child pornography, with more than 6.5 million images being shared via the internet , compared to only a few hundred photos less than a generation ago; and

WHEREAS, some see viewing child pornography as a "victimless crime," however these images are never completely eradicated from the internet and the victims continue to have their horrific photos viewed over and over again by pedophiles for sexual gratification; and

WHEREAS, in 2007 the National Center for Missing and Exploited Children reported it had identified 9.6 million images and videos of child pornography and believed there were millions more not identified; and

WHEREAS, in the 2006 Butner Redux Study, 98 percent of convicted child pornographers had molested children before their capture; and

WHEREAS, the United States is the number one producer and consumer of child pornography in the world, with more than 624,000 child pornography users identified nationwide.

NOW THEREFORE BE IT RESOLVED by the General Assembly of the League of California Cities assembled at the Annual Conference in San Diego, September 7, 2012, that the League of California Cities:

1. Desires to increase public awareness and educate others about the critical issue of internet crimes against children statewide.

2. Requests the League advocate for the State Legislature to adopt tougher laws for child pornographers.

3. Requests the League advocate for additional and more permanent funding for Internet Crimes Against Children Task Forces (ICAC) statewide.

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Background Information on Resolution No. 2

Source: San Diego County Division

Background:
Technology has brought significant changes to our society over the past two decades. While most have had a positive effect on our quality of life, many have threatened the safety and well-being of our young children.

The internet has made victimization of children much easier than ever before. Today, pedophiles can network with one another online, encourage one another to commit crimes against children, and share tips on evading law enforcement. Worse yet, they often use the internet – social media sites, in particular – to find and prey on young children. Many times, these innocent children are lured away from their homes by these perpetrators and never seen again.

The internet has also significantly increased the availability of child pornography. More than 6.5 million child abuse images are being shared via the internet today. Before this technology was in place, the number of photos available numbered in the few hundreds.

While some see viewing child pornography as a "victimless crime," nothing could be further from the truth. One study showed that 98 percent of convicted child pornographers had molested children before being captured (Butner Redux Study, 2006).

Additionally, these images can never be completely eradicated from the internet once they are placed online. Therefore, victims continue to suffer the irrevocable damage of knowing their horrific photos are being viewed over and over again for sexual gratification by pedophiles.

Many believe these horrendous crimes happen mostly in other countries. Sadly, the United States is the number one producer and consumer of child pornography in the world, and American children are the primary victims. More than 624,000 child pornography users have been identified nationwide and thousands of these reside in San Diego County.

While the internet is exploited by these predators to harm children, it ironically is the same tool used by law enforcement to track down and arrest these criminals.

Your help is urgently needed to secure resources for this effort, increase public awareness, work to support tougher laws and educate others on this critical issue. While San Diego has one of the nation's 61 ICAC task forces, its six trained investigators are overwhelmed with cases due to funding shortfalls.

With your help, these predators can be taken off the street and our children will be safer. Here is what needs to be done:

Change state law. The current "wobbler" (misdemeanor and felony) wording should be eliminated. All child pornography charges should be made a straight felony.

Strengthen sentencing. State sentencing on child pornography cases needs to be more in line with

federal sentencing.

Toughen discovery statutes. State discovery statutes should be amended to comply with the Adam Walsh Act. Child pornography is contraband that is easily reproduced and should be treated as such.

Change pornography evidence rules. Stop the practice of giving copies of child pornography evidence to the defense. Instead, provide the defense a secure area where they can view the evidence but not take procession of it.

Strike current law about possession/distribution of child pornography. Currently, state law allows for a defendant's conviction for possession and distribution of child pornography to be set aside if he/she has complied with all probation conditions, pursuant to Penal Code Section 1203.4.

Strengthen disclosure laws. If applying for any job other than public office, licensure by any state or local agency, or for contracting with the state lottery, a convicted possessor of child pornography does not need to disclose their prior conviction. That allows people who have been convicted of possessing or dealing in photos of child exploitation to get closer to children. PC 1203.4 already has exceptions for convictions of PC 286(c), 288, 288a(c), 2813.5, 289m, felony 261.5(d) and 42001(b) of the Vehicle Code. These convictions may not be set aside per PC 1203.4 and must always be disclosed. PC 311.1, 311.2, 311.3, 311.4, 311.10 and 311.11 should be added to the list of charges to which this type of relief does not apply.

Update reporting laws. The existing mandatory reporting law should be updated to include librarians and computer technicians.

Provide permanent funding for ICAC. Significantly more permanent funding is needed for Internet Crimes Against Children Task Forces (ICAC's). They are tasked with investigating crimes against children involving electronic devices. The crimes include child pornography, child molestation and peer-to-peer bullying. ICAC task force's are severely undersized and underfunded to keep up with the magnitude of the growing problem.

Increase public awareness. Public awareness of the issue needs be heightened particularly to parents and children as well as all public officials and the community in order to protect our children against these unspeakable crimes.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Dorothy Holzem, Assoc. Legislative Representative, (916) 658-8214
Committee: Public Safety Policy Committee

Summary:
This Resolution seeks to increase public awareness of the prevalence of internet crimes against children. To help promote this goal, the Resolution requests the League of California Cities advocate for legislation that creates tougher laws for child pornographers and provides additional, more permanent funding for Internet Crimes Against Children (ICAC) Task Forces.

Background:
According to the Resolution sponsors, the U.S. Census Bureau (2005) estimates that there are over 24.5 million internet users in the United States between the ages of 10 and 17. They cite that the rapid growth of internet accessibility has brought forth helpful tools for our children and youth. Unfortunately, it has also brought with it the increased potential for online victimization including unwanted exposure to sexual material, unwanted sexual solicitations, and online harassment.

The Internet Crimes Against Children (ICAC) Program was created to help federal, state and local law enforcement agencies enhance their investigative responses to offenders who use the internet, online communication systems, or computer technology to sexually exploit children. The program is funded by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention. The program is a national network of 61 coordinated task forces representing over 3,000 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in proactive investigations, forensic investigations, and criminal prosecutions.

In FY 2009, ICAC Program received $25 million under the Omnibus Appropriation Act to support ICAC task forces, training, and technical assistance. The ICAC Program received an additional $50 million through the **American Reinvestment and Recovery Act** to support ICAC task forces, training, technical assistance, and research. In each of the past two fiscal years, the program received $30 million nationally.

Existing California law addresses the policy area extensively in the areas of solicitation, pornography, and harassment with additional penalties often levied when the victim is a minor less than 14 years of age. Internet-based crimes against minors have been a popular topic in recent legislative proposals especially as new web-based technology is brought into the market. Legislation has included both increased penalties and greater protections or remedies for victims.

Fiscal Impact:
Unknown. No direct fiscal impact to city general funds.

Existing League Policy:
Related to this Resolution, existing policy offers:
The League believes that the children of California must be recognized as our state's most valuable resource. Their development, education, and well-being are key to our state's future. Further, it is essential that each child have the support needed to become a productive citizen in the world of the 21st Century.

The League supports the promotion of public safety through stiffer penalties for violent offenders.

The League's Mission Statement is "to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians."

In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, are to:
1) Support Sustainable and Secure Public Employee Pensions and Benefits: Work in partnership with state leaders and other stakeholders to promote sustainable and secure public pensions and other post-employment benefits (OPEBs) to help ensure responsive and affordable public services for the people of our state and cities.

2) Promote Local Control for Strong Cities: Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues, land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

3) Build Strong Partnerships for a Stronger Golden State: Collaborate with other public and private groups and leaders to reform the structure and governance, and promote transparency, fiscal integrity, and responsiveness of our state government and intergovernmental system.

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5. A RESOLUTION CALLING FOR AN EMERGENCY MANAGEMENT MISSION FOR CALIFORNIA CITIES

Source: League Public Safety Policy Committee
Referred To: Public Safety Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, emergency management is a basic responsibility of city government and a fundamental duty of all city employees; and

WHEREAS, prepared, disaster resilient communities save lives, prevent injuries, protect property, promote economic stability, and rapid recovery; and

WHEREAS, employees who have a family plan and supplies will be more likely to stay at work or come to work after an emergency incident; and

WHEREAS, the National Incident Management System (NIMS) provides guidelines and requirements to ensure a national coordinated emergency response system, including training requirements; and

WHEREAS, the Standardized Emergency Management System (SEMS) provides the foundation for California cities to ensure a state-wide coordinated, standardized emergency response system. SEMS is intended to be flexible and adaptable to the needs of all emergency responders in California; and

WHEREAS, emergency managers are responsible for promoting and encouraging personal, family and community preparedness and readiness. It is critical to focus on and support public education and training to ensure that the public understands that government entities may need time to recover from disaster situations, and to spread the message that disaster resilience, or the ability to recover from a disaster situation, requires participation from the whole community; and

WHEREAS, The League of California Cities (League) recognizes that cities, counties and the state do not have the reserves to support residents with food, water, and other necessary supplies after an "emergency event". Now, therefore let it be

RESOLVED, at the League General Assembly, assembled at the League Annual Conference on September 7, 2012, in San Diego, that the League encourages cities to actively pursue employee and resident emergency preparedness. In addition, the League encourages cities to actively engage residents in emergency preparedness programs that promote creating a family plan, including having supplies of food and water, in the promotion of self-reliance.

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League of California Cities Staff Analysis on Resolution No. 5

Staff: Dorothy Holzem, Assoc. Legislative Representative, (916) 658-8214
Committee: Public Safety Policy Committee

Summary:
This Resolution seeks to create a clear statement of support for emergency preparedness in the League of California Cities existing policy and guiding principles. Specifically, it requests that the League encourages cities to actively pursue employee and resident emergency preparedness and to engage residents in

emergency preparedness programs that promote creating a family plan, that includes provisions for supplies of food and water, in the promotion of self-reliance, with the ultimate goal of creating "disaster resilient" cities.

Background:
This resolution was brought to the Public Safety Policy Committee by that committee's Emergency and Disaster Preparedness Subcommittee to create a clear statement of support for emergency response, management, and recovery efforts as a community. While the League has extensive policy that supports related activities, there is no explicit statement of support in the existing policy or guiding principles.

In addition, numerous articles in *Western City Magazine*, the League's monthly publication, have featured case studies and best practices about emergency response and disaster preparedness. This topic has been a key component of the Public Safety Committee's work program for the last five years.

Fiscal Impact:
Unknown. This Resolution does not seek to create new requirements for the League or cities. Possible costs to cities that take steps to educate community members about disaster preparedness could be off-set by future limited damage and loss of life or injury due to those preparedness efforts.

Existing League Policy:
Related to this Resolution, existing policy provides:
The League supports the 2-1-1 California telephone service as a non- emergency, human and community services and disaster information resource.

The League supports "Good Samaritan" protections that include both medical and non-medical care when applicable to volunteer emergency, law enforcement, and disaster recovery personnel. The League also supports providing "Good Samaritan" protections to businesses that voluntarily place automated external defibrillators (AEDs) on their premises to reduce barriers to AED accessibility

The League supports activities to develop and implement statewide integrated public safety communication systems that facilitate interoperability and other shared uses of public safety spectrum with local state and federal law enforcement, fire, emergency medical and other public safety agencies.

The League supports a single, efficient, performance-based state department (the California Emergency Management Agency) to be responsible for overseeing and coordinating emergency preparedness, response, recovery and homeland security activities.

The League supports disaster recovery legislation that includes mitigation for losses experienced by local government.

The League's Mission Statement is "to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians."

In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, are to:
1) Support Sustainable and Secure Public Employee Pensions and Benefits: Work in partnership with state leaders and other stakeholders to promote sustainable and secure public pensions and other post-employment benefits (OPEBs) to help ensure responsive and affordable public services for the people of our state and cities.

2) Promote Local Control for Strong Cities: Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues,

land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

3) Build Strong Partnerships for a Stronger Golden State: Collaborate with other public and private groups and leaders to reform the structure and governance, and promote transparency, fiscal integrity, and responsiveness of our state government and intergovernmental system.

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RESOLUTION REFERRED TO REVENUE AND TAXATION POLICY COMMITTEE

♦1 **A RESOLUTION CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENACT LEGISLATION THAT WOULD CORRECT INEFFICIENCIES IN THE AUDIT SYSTEM, DISTRIBUTION SYSTEM AND INEQUITIES IN THE FORMULAS FOR DISTRIBUTING COURT ORDERED ARREST AND CITATION FINES, FEES AND ASSESSMENTS GENERATED BY LOCAL GOVERNMENT.**

Resolution #1 also referred to Public Safety Policy Committee. **Please see Public Safety Policy Committee section for the resolution, background and staff analysis information.**