

Tuesday, January 17, 2023, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

THE CITY OF TRACY REMAINS UNDER A LOCAL EMERGENCY FOR COVID-19 AND IS NOW CONDUCTING TELECONFERENCE MEETINGS PURSUANT TO STATE LAW. TELECONFERENCED LOCATIONS MAY INCLUDE VARIOUS LOCATIONS INCLUDING TRACY CITY HALL. IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, UNIVERSAL MASKING IS RECOMMENDED FOR ALL PERSONS REGARDLESS OF VACCINATION STATUS AND SOCIAL DISTANCING PROTOCOLS WILL BE IN PLACE FOR TRACY CITY HALL.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

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

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

Remote Public Comment:

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

- *Comments via:*
 - o **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2552 237 1724** and **Event Password: TracyCC**
 - o ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - o **Join by phone by dialing +1-408-418-9388, enter 25522371724#8722922#** Press *3 to raise the hand icon to speak on an item.
- *Protocols for commenting via WebEx:*
 - o *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- o *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

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

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Certificates of Appointment – Youth Advisory Commission
2. Employee of the Year

1. CONSENT CALENDAR

- 1.A. Adoption of December 13, 2022, Special Meeting Minutes, December 21, 2022 Closed Session Minutes, December 21, 2022 Special Meeting Minutes and January 9, 2023 Special Meeting Minutes
- 1.B. Waive second reading of full text and adopt an ordinance: 1) repealing the 2019 edition of the California Building Code, Fire Code, Mechanical Code, Plumbing Code, Energy Code, Residential Code, Existing Building Code, Green Standards Building Code, and the Historic Building Code, all codified under Tracy Municipal Code Title 9; 2) making findings to substantiate modifications to the 2022 California Building Codes and Standards, due to local climatic, geological or topographical conditions; 3) adopting, with local amendments, the 2022 California Building Codes and Standards, and codifying the same as Tracy Municipal Code Title 9; 4) adopting Appendices C, F, H, I, K, P under the California Building Code, Appendices D and G under the Mechanical Code, Appendices A, B, C, D, E, G, H, I, J and K under the Plumbing Code, Appendices H, I, O, R, S, W, Y, Z under the Residential Code, Appendix A under the Historical Building Code, and Appendices B, BB, C, CC, D, F, H, L, N, and O under the Fire Code, and codifying the same as Tracy Municipal Code Title 9; and 5) adopting California Environmental Quality Act Exemption Findings.
- 1.C. City Council adopt a resolution 1) approving the AB1600: Development Impact Fee Annual Report & Five-Year Report for Fiscal Year 21-22 regarding Development Impact Fee revenues and expenditures, and 2) making findings regarding unexpended funds in accordance with the Mitigation Fee Act.
- 1.D. City Council: (1) accept the demolition work of the structure at 2399 E. Grant Line Road, Tracy, California, a non-CIP project, which was completed by CVE Contracting Group, Inc. dba Central Valley Environmental, of Fresno, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.
- 1.E. City Council: (1) accept the demolition work of the structure at 714 N. Central Avenue, Tracy, California, a non-CIP project, which was completed by Unlimited Environmental, Inc., of Long Beach, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorders Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

- 1.F. City Council: 1) adopt a resolution approving a Quitclaim Deed for the conveyance of a twenty (20) foot wide temporary water line easement to Wright Family Holdings, LLC, and 2) authorize the City Clerk to sign the Quitclaim Deed.
- 1.G. Council 1) approve the Final Subdivision Map and the Subdivision Improvement Agreement between City and Bright Homes, Inc. for Tract 3804 Larkspur Estates Unit 4, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the San Joaquin County Recorder.
- 1.H. City Council adopt two resolutions: (1) Awarding a construction contract to TNT Industrial Contractors, Inc. for the construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) in the amount of \$1,086,684 at Park & Ride Well No. 6 and Ball Park Well No. 7; and (2) Approving a Professional Services Agreement with Carollo Engineers, Inc. to provide design support services during construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) for a term of seven (7) months and a total not to exceed amount of \$137,651.
- 1.I. City Council adopt a resolution (1) accepting improvements for Kagehiro Phase 2, Tract 3882, constructed by Taylor Morrison of California, LLC, a California Limited Liability Company, and assume responsibility for the future maintenance and repair, and (2) authorizing the City Engineer to release performance and payment, and monumentation bonds, and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.
- 1.J. City Council adopt a resolution approving (1) a Public Right-of-Way Dedication of Fee Interest for existing Paradise Road; (2) a grant of a Public Utility Easement adjacent to Paradise Road, and (3) authorizing the City Clerk to file the Dedication and Easement documents with the San Joaquin County Recorder.
- 1.K. City Council 1) approve the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4112 – Tracy Hills Villages 10A and 10B, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.
- 1.L. City Council 1) approve the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4114 – Tracy Hills Village 11B, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.
- 1.M. City Council approve the Interstate 580/Patterson Pass Road/International Parkway Interchange Improvement project as the City of Tracy regional transportation project for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C.
- 1.N. City Council approve a one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME Program local funding priorities, previously extended on November 16, 2021 up to the fiscal year 2022-2023, for use in scoring of the fiscal year 2023-2024 CDBG and Home Program applications.

- 1.O. City Council adopt a resolution: (1) accepting improvements for Tracy Hills Phase 1A/1B At Grade Water Tank and Pump Station and assuming responsibility for the future maintenance and repair; (2) authorizing the City Engineer to release performance and payment bonds; and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.
- 1.P. City Council 1) approve the Subdivision Improvement Agreement for Ellis Western Park and Ellis Orchard Park between City and LS-Tracy, LLC, located within Ellis Phase 3 – Town and Country Tract 4007, and 2) authorize the City Clerk to file the agreement with the Office of the San Joaquin County Recorder.
- 1.Q. City Council adopt a resolution approving a Professional Services Agreement with Tripepi Smith and Associates, Inc. for economic development marketing and communication services for a three-year term and a total not-to-exceed amount of \$106,000.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Approve by motion, after discussion, out-of-state travel for designated City Council Members to 1) Washington, D.C. for the following conference and lobbying trips: 2023 National League of Cities Congressional City Conference, a Federal Lobby Trip by the City of Tracy, and the San Joaquin Council of Governments Lobby Trip Known As The One Voice®; and 2) Dallas, Texas for the 2023 Public-Private Partnership Conference and Expo.
- 3.B. City Council appoint, by motion, Lori Souza and Scott Arbogast to serve the remainder of two (2) vacated terms beginning January 18, 2023 and ending January 31, 2024 to the City of Tracy Parks and Community Services Commission.
- 3.C. City Council appoint, by motion, a subcommittee of two Council Members, and an alternate, to interview applicants to fill three-term expirations on the Building Board of Appeals.
- 3.D. City Council appoint, by motion, a subcommittee of two Council Members, and an alternate, to interview applicants to fill two-term expirations on the Measure V Residents' Oversight Committee.
- 3.E. City Council approve a resolution to extend for one-year the term of the City Council Ad-Hoc Fiscal Sustainability Subcommittee.
- 3.F. City Council review and determine appointments to Council committees and other committees, boards and commissions.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 13, 2022, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

Mayor Young called the meeting to order at 6:13 p.m.

Mayor Young led the Pledge of Allegiance.

Rabbi Levi Meijers, Chabad of Tracy Jewish Center offered the invocation.

Roll Call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present.

1. ITEMS FROM THE AUDIENCE - Robert Tanner stated he hoped the new City Council will work for the City, not for themselves and not their own personal agendas.

Patricia Howell stated she attended the Lawrence Livermore National Laboratory (LLNL) hearing regarding their 15-year plan and was disappointed there was no representation from City government and the citizens. LLNL wants to add testing on certain hazardous materials and expand buildings that have not been cleaned and stated the City should agendaize the item so they can respond to the plan before being approved.

2. CONSENT CALENDAR – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

2.A ADOPT THE DECEMBER 6, 2022, REGULAR MEETING MINUTES – **Minutes were adopted.**

2.B CITY COUNCIL ADOPT A RESOLUTION MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM DECEMBER 14, 2022, THROUGH JANUARY 12, 2023, PURSUANT TO THE BROWN ACT. – **Resolution 2022-200** approved making findings and re-authorizing remote teleconference meetings.

3. DISCUSSION ITEMS

3.A ADOPT A RESOLUTION RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY OF TRACY ON NOVEMBER 8, 2022, AND DECLARING THE RESULTS OF THE ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW.

Adrianne Richardson, City Clerk provided the staff report.

There were no public comments.

Council comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2022-201** reciting the facts of the General Municipal

Election held in the City of Tracy on November 8, 2022 and declaring the results of the election and such other matters as provided by law. Roll call found all in favor; passed and so ordered.

3.B PRESENTATION TO OUTGOING COUNCIL MEMBER

Kevin Sheridan, Valley Link made a presentation to outgoing Mayor Pro Tem Vargas.

Mayor Pro Tem Vargas provided comments regarding her time on Valley Link.

Mayor Young presented a plaque and Key to the City to Mayor Pro Tem Vargas.

Mayor Pro Tem Vargas provided comments regarding her time on City Council.

3.C ADMINISTER OATH OF OFFICE AND SEAT NEW COUNCIL MEMBER

Tiffany Evans administered the oath of office to Council Member Dan Evans.

Dan Arriola Sr. administered the oath of office to Council Member Dan Arriola.

Veronica Peterson administered the oath of office to Mayor Nancy Young.

ROLL CALL OF NEWLY SEATED COUNCIL – Roll call found Council Members Arriola, Bedolla, Davis, Evans and Mayor Young present. Time: 7:29 p.m.

3.D THE CITY COUNCIL, BY MOTION, APPOINT A COUNCIL MEMBER AS THE MAYOR PRO TEMPORE OF THE TRACY CITY COUNCIL FOR A TWO-YEAR TERM ENDING IN DECEMBER 2024.

Adrianne Richardson, City Clerk provided the staff report.

Charles Jones encouraged appointment of Dan Arriola as Mayor Pro Tempore and shared some of his accomplishments.

Veronica Vargas, former Mayor Pro Tem asked the Mayor to consider nominating and appointing Council Member Arriola to the role as Mayor Pro Tempore and shared some of his achievements.

Council Member Bedolla disagreed with a characterization made by Veronica Vargas.

Robin Cole encouraged Dan Arriola as the only choice as Mayor Pro Tempore.

A resident read comments from Lisa Roth who shared support for appointment of Dan Arriola as Mayor Pro Tempore and shared his accomplishments.

Pat Howell shared support for Dan Arriola as Mayor Pro Tempore.

Virna Hudson shared support for Dan Arriola as Mayor Pro Tempore.

William Muetzenberg supported Dan Arriola as Mayor Pro Tempore.

Karin Moore shared support for Dan Arriola as Mayor Pro Tempore.

Rhodesia Ransom urged Mayor Young to nominate Council Member Arriola as Mayor Pro Tempore.

Mayor Young announced there were four emails received from Kaia Garza, Amir Abboushi, Vianna Dayeh and Diego Bejarano in support of Council Member Bedolla as Mayor Pro Tempore.

Council comments followed.

Council Member Bedolla motioned to appoint himself as Mayor Pro Tempore of the Tracy City Council for a two-year term ending in December 2024. There was no second to the motion.

Mayor Young motioned to appoint Council Member Arriola as Mayor Pro Tempore. Council Member Arriola accepted the nomination and seconded the motion.

Council Member Bedolla requested to make a substitute motion.

Bijal Patel, City Attorney responded since the motion has not been voted on a substitute motion could be made.

Council Member Bedolla asked Council Member Evans if he would be interested in serving as Mayor Pro Tempore. Council Member Evans responded since it is his first day, the constituents at this time would not want to see him nominated to this position.

Council Member Bedolla made a substitute motion to appoint Council Member Davis as Mayor Pro Tempore for a two-year term ending in December 2024. Council Member Evans seconded the motion.

Council comments continued.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Evans to appoint Council Member Davis as the Mayor Pro Tempore of the Tracy City Council for a two-year term ending in December 2024. Roll call found Council Members Bedolla, Davis and Evans in favor; passed and so ordered. Council Member Arriola and Mayor Young opposed.

4. COUNCIL ITEMS AND COMMENTS – Council Member Arriola thanked everyone who came out for the Oaths of Office, stated he was looking forward to working with the Council and wished everyone a Merry Christmas and happy new year.

Council Member Evans seconded what Council Member Arriola said and stated Council Member Arriola was the first to congratulate him. Merry Christmas to residents and be safe. Check wiper blades and treads on tires before travelling and safe travels.

Council Member Bedolla wished everyone a Merry Christmas.

Mayor Young thanked everyone for coming out, encouraged everyone to continue to raise their voice, and announced there will not be a regular Council meeting on December 20, 2022 and January 3, 2023, and first meeting will be on January 17, 2023 and wished everyone a Merry Christmas.

5. ADJOURNMENT – Time: 8:13 p.m.

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

The above agenda was posted at the Tracy City Hall on December 8, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 21, 2022, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 6:04 p.m.
2. Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present.
3. ITEMS FROM THE AUDIENCE – None
4. Request to Conduct Closed Session
 - 4.A. Conference with Legal Counsel — Anticipated Litigation (Gov. Code § 54956. 9) Significant exposure to litigation pursuant to § 54956. 9(d)(2). (One case).
 - 4.B Conference with Legal Counsel — Existing Litigation (Gov. Code § 54956. 9(d)(1))
Rosebrook 58, LLC v City of Tracy, et al. San Joaquin County Superior Court,
Case STK-CV-UST-2022-10145

There was no public comment on the item.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to recess to closed session. Roll call found all in favor; passed and so ordered. Time: 6:07 p.m.

5. Reconvened to Open Session – Time: 7:27 p.m.
6. Report of Final Action – Will be continued until the February 7, 2023 meeting
7. Council Items and Comments – None
8. Adjournment – Time: 7:27p.m.

The above agenda was posted at the Tracy City Hall on December 20, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 21, 2022, 6:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

Mayor Young called the meeting to order at 7:28 p.m.

Roll Call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present.

1. ITEMS FROM THE AUDIENCE - Tim Silva expressed his frustration that the meeting started late and shared his concerns regarding the Mayor's conduct during the agenda item nominating Mayor Pro Tem at the December 13, 2022 meeting. Mr. Silva reminded Council that they work for the people and not the other way around and the selection of the Mayor Pro Tem position should have been accepted with dignity and shared his opinion that the person most qualified is the veteran that sits on Council.

2. DISCUSSION ITEMS

- 2.A CITY COUNCIL DISCUSS A REQUEST FOR OUT-OF-STATE TRAVEL AND IF SUPPORTED, APPROVE BY MOTION, THE UPCOMING OUT-OF-STATE TRAVEL FOR CITY COUNCIL MEMBER(S) TO TRAVEL TO WASHINGTON DC FOR THE UNITED STATES CONFERENCE OF MAYORS 2023.

Midori Lichtwardt, Assistant City Manager provided the staff report.

Alice English asked if this travel would interfere with the next City Council Meeting in January.

Tim Silva expressed his support for the Mayor to travel to do outreach at the federal level and thanked the new council and looks forward to council doing good things.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to approve the upcoming out-of-state travel for City Council Member(s) to travel to Washington DC for the United States Conference of Mayors 2023. Roll call found all in favor; passed and so ordered.

3. STAFF ITEMS – Michael Rogers shared that there is no warming center but there is an administrative building at the homeless shelter that can be used if anyone would like a place to warm up at.
4. COUNCIL ITEMS AND COMMENTS – Council Member Bedolla moved that staff bring a resolution on or before the February 7th meeting to accept the Irrevocable Offer of Dedication of Fee Interest for 16-acres of community park land for an aquatics park from Ellis Village LLC. to City of Tracy so that the land can be accepted, and project can be done. Mayor Pro Tem Davis seconded the request.

Council Member Bedolla asked about the Brichetto site and wanted to clarify a rumor that the site had been taken off the table and requested the capacity of the temporary

housing shelter. Midori Lichtwardt, Assistant City Manager shared that the Brichetto site was at one point considered as a potential overflow site but ended up being able to fit more units on to the existing Arbor Road site so there was no need to use the Brichetto site, shared the number of units at the Arbor Road site and that at this time it is close to capacity and that by January the estimate is about 89 beds.

Council Member Bedolla moved that staff under the shelter emergency immediately follow up on helping our city's displaced residents at Arnulfo Plascencia Fields and any other hotspot site where encampments are located or growing due to the changes at El Pescadero Park. If it's a capacity issue find more. Mayor Pro Tem Davis seconded the request.

Mayor Young clarified the process and procedure of making requests during Council Items.

Council Member Bedolla shared that he is proud of his nomination of Council Member Davis as Mayor Pro Tempore and his record on Council and working with all his colleagues putting aside and refraining from alliances. As elected officials work for the residents of Tracy and not the insiders, keeping this in mind is how Tracy moves forward. Council Member Bedolla was pleased with the overwhelming support that his nomination was met with, proving that Mayor Pro Tem Davis, her availability, and community engagement makes her the right one for the role and it does not have any effect on voting. Council Member Bedolla expressed that he is always in support of upsetting the status quo even if it means standing alone if it is the best decision for the community. Council Member Bedolla wished everyone a Happy New Year and Merry Christmas.

Mayor Pro Tem Davis thanked Council Members Bedolla and Evans for their confidence and support and shared that she asked community members to attend this Council meeting to express their support on her behalf. Mayor Pro Tem Davis expressed that it was an honor and privilege to be a keynote speaker at the Fire pinning ceremony.

Mayor Pro Tem Davis requested for the third time, a memo about Prologis' responsibility to do the roadway and overpass repairs. Council Member Bedolla seconded the request.

Mayor Pro Tem Davis reiterated that she is looking forward to working alongside the Mayor and Council colleagues and looking forward in a positive manner and wished everyone a Merry Christmas and Happy New Year.

Council Member Arriola congratulated the new and promoted firefighters and is looking forward to working with the City Council for the betterment of the community in 2023 and beyond.

Council Member Evans shared that he saw Council come together and that in the past he was a vocal community advocate. He stated that there will be times where not all Council will agree and that part of democracy requires spirited debates to get ideas going and that he is there to continue the hard work for the citizens of Tracy.

Mayor Young congratulated the newly pinned and promoted firefighters, requested that Resolution 2021-131 regarding commission and eligibility lists be reviewed and would like clarification on the eligibility list and criteria. Mayor Young shared community concerns about cannabis business going bankrupt due to delays, shared that she will write a note and send to staff. Mayor Young stated she was glad that there is a warming opportunity and that it had been mentioned to her that a church on Eden was possibly having a warming center and asked how the City is passing along the information. Midori

Lichtwardt, Assistant City Manager shared that information regarding homelessness can be found on the City website. Mayor Young wished everyone and Merry Christmas, Happy Kwanza, Happy New Year to everyone.

ADJOURNMENT – Time: 8:13 p.m.

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

The above agenda was posted at the Tracy City Hall on December 20, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

January 9, 2023, 4:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

Mayor Young called the meeting to order at 4:37 p.m.

Roll Call found Council Members Arriola, Bedolla, Evans (virtually) and Mayor Young present. Mayor Pro Tem Davis was also in attendance virtually but unable to respond to roll call due to technical issues.

1. ITEMS FROM THE AUDIENCE – There were no items from the audience.

2. REGULAR ITEMS

2.A STAFF RECOMMENDS THAT CITY COUNCIL RATIFY THE PROCLAMATION CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATED TO THE SEVERE WINTER STORM.

Karin Schnaider, Assistant City Manager provided the staff report and responded to questions.

Council questions and comments followed.

There was no public comment.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Proclamation 2023-001** of the City Council of the City of Tracy confirming the existence of a local emergency related to the severe winter storm. Roll call found all in favor; passed and so ordered.

3. COUNCIL ITEMS AND COMMENTS – Mayor Pro Tem Davis thanked staff for all their hard work staff is doing during the storm.

Council Member Evans thanked first responders who are on the scene as quickly as possible and recommended people stay home or if it is critical, check road conditions, replace wiper blades and check tires and bring water and warm clothes and be prepared for delays.

Council Member Arriola thanked staff for their hard work especially those on scene and pushing information on social media and website to communicate information to the public and wished everyone to be safe out there.

Mayor Young thanked all emergency responders and public works that are out there hands on right now and suggested taking time out there, do not be in a hurry and prepare your homes as well.

Karin Schnaider, Assistant City Manager gave gratitude to the operations and safety teams, there is a lot going on behind the scenes and wanted to acknowledge all their hard work. Ms. Schnaider stated without them she would not be able to do her job.

Staff is here to take any calls or any emergency information and are working and prioritizing those calls.

4. ADJOURNMENT – Time: 4:56 p.m.

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

The above agenda was posted at the Tracy City Hall on January 6, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

Agenda Item 1.B

RECOMMENDATION

Waive second reading of full text and adopt an ordinance: 1) repealing the 2019 edition of the California Building Code, Fire Code, Mechanical Code, Plumbing Code, Energy Code, Residential Code, Existing Building Code, Green Standards Building Code, and the Historic Building Code, all codified under Tracy Municipal Code Title 9; 2) making findings to substantiate modifications to the 2022 California Building Codes and Standards, due to local climatic, geological or topographical conditions; 3) adopting, with local amendments, the 2022 California Building Codes and Standards, and codifying the same as Tracy Municipal Code Title 9; 4) adopting Appendices C, F, H, I, K, P under the California Building Code, Appendices D and G under the Mechanical Code, Appendices A, B, C, D, E, G, H, I, J and K under the Plumbing Code, Appendices H, I, O, R, S, W, Y, Z under the Residential Code, Appendix A under the Historical Building Code, and Appendices B, BB, C, CC, D, F, H, L, N, and O under the Fire Code, and codifying the same as Tracy Municipal Code Title 9; and 5) adopting California Environmental Quality Act Exemption Findings.

EXECUTIVE SUMMARY

The 2022 California Building and Fire Codes are mandated to be enforced throughout California six months after publication regardless of the local adoption process. The state-mandated effective date of local enforcement occurs on January 1, 2023. State law known as the California Building Standards Law (Health and Safety Code, Division 13, Part 2.5, commencing with Section 18901) establishes CBSC and governs how building standards are created with oversight by CBSC.

However, to enforce necessary local amendments, adopt certain appendices to the Building Codes, update and contemporize administrative provisions, antiquated codes and references, modifications to Title 9 of the Tracy Municipal Code (TMC) are requested at this time.

BACKGROUND AND LEGISLATIVE HISTORY

The 2022 California Building and Fire Codes are mandated to be enforced throughout California six months after the publication date regardless of the local adoption process. The state-mandated effective date of local enforcement occurs on January 1, 2023. The proposed ordinance amends Title 9 of the Tracy Municipal Code (TMC) to adopt the new versions of the California Building and Fire Codes, to enforce necessary local amendments, adopt certain appendices to the Building Codes, update and contemporize administrative provisions and antiquated codes and references.

FISCAL IMPACT

Expenses related to the adoption of the 2022 California Building, Fire, and related codes are included in department budgets. There are sufficient funds available for this request.

COORDINATION

Department coordination included review by the South San Joaquin County Fire Authority.

CEQA DETERMINATION

This Ordinance was found to be categorically exempt from environmental review under section 15061 (b)(3), the "common sense" exemption because adding and clarifying language related to the applicability of building codes affects the processing and issuance of ministerial permits. Ministerial permits are also exempt from CEQA under CEQA Guidelines Section 15268.

STRATEGIC PLAN

The adoption of the 2022 California Codes does not directly support any portion of the Strategic Plan and yet is not in conflict with any of the Strategic Plan's goals or objectives.

ACTION REQUESTED OF THE CITY COUNCIL

Waive second reading of full text and adopt an ordinance: 1) repealing the 2019 edition of the California Building Code, Fire Code, Mechanical Code, Plumbing Code, Energy Code, Residential Code, Existing Building Code, Green Standards Building Code, and the Historic Building Code, all codified under Tracy Municipal Code Title 9; 2) making findings to substantiate modifications to the 2022 California Building Codes and Standards, due to local climatic, geological or topographical conditions; 3) adopting, with local amendments, the 2022 California Building Codes and Standards, and codifying the same as Tracy Municipal Code Title 9; 4) adopting Appendices C, F, H, I, K, P under the California Building Code, Appendices D and G under the Mechanical Code, Appendices A, B, C, D, E, G, H, I, J and K under the Plumbing Code, Appendices H, I, O, R, S, W, Y, Z under the Residential Code, Appendix A under the Historical Building Code, and Appendices B, BB, C, CC, D, F, H, L, N, and O under the Fire Code, and codifying the same as Tracy Municipal Code Title 9; and 5) adopting California Environmental Quality Act Exemption Findings.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

Attachment A - Ordinance - 1) repealing the 2019 edition of the California Building Code, Fire Code, Mechanical Code, Plumbing Code, Energy Code, Residential Code, Existing Building Code, Green Standards Building Code, and the Historic Building Code, all codified under Tracy Municipal Code Title 9; 2) making findings to substantiate modifications to the 2022 California Building Codes and Standards, due to local climatic, geological or topographical conditions; 3) adopting, with local amendments, the 2022 California Building Codes and Standards, and codifying the same as Tracy Municipal Code Title 9; 4) adopting Appendices C, F, H, I, K, P under the California Building Code, Appendices D and G under the Mechanical Code, Appendices A, B, C, D, E, G, H, I, J and K under the Plumbing Code, Appendices H, I, O, R, S, W, Y, Z under the

Residential Code, Appendix A under the Historical Building Code, and Appendices B, BB, C, CC, D, F, H, L, N, and O under the Fire Code, and codifying the same as Tracy Municipal Code Title 9; and 5) adopting California Environmental Quality Act Exemption Findings.

Attachment B: Justification for Amended Code Sections

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE:

1) REPEALING THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, ENERGY CODE, RESIDENTIAL CODE, EXISTING BUILDING CODE, GREEN STANDARDS BUILDING CODE, AND THE HISTORIC BUILDING CODE, ALL CODIFIED UNDER TRACY MUNICIPAL CODE TITLE 9;

2) MAKING FINDINGS TO SUBSTANTIATE MODIFICATIONS TO THE 2022 CALIFORNIA BUILDING CODES AND STANDARDS, DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS;

3) ADOPTING, WITH LOCAL AMENDMENTS, THE 2022 CALIFORNIA BUILDING CODES AND STANDARDS, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9;

4) ADOPTING APPENDICES C, F, H, I, K, P UNDER THE CALIFORNIA BUILDING CODE, APPENDICES D AND G UNDER THE MECHANICAL CODE, APPENDICES A, B, C, D, E, G, H, I, J AND K UNDER THE PLUMBING CODE, APPENDICES H, I, O, R, S, W, Y, Z UNDER THE RESIDENTIAL CODE, APPENDIX A UNDER THE HISTORICAL BUILDING CODE, AND APPENDICES B, BB, C, CC, D, F, H, L, N, AND O UNDER THE FIRE CODE, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9; AND

5) ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION FINDINGS

WHEREAS, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City may adopt the provisions of the California Building, Residential, Plumbing, Mechanical, Electrical, Existing Building, Historical Building Codes, Green Building Standards Code, and Building Efficiency Energy Standards with certain amendments to those provisions which are reasonably necessary to protect the health, welfare and safety of the citizens Tracy because of local climatic, geological and topographical conditions; and

WHEREAS, the City Council hereby makes the following findings with respect to local geological, topographical and climatic conditions relating to the amendments to the California Codes for which such findings are required:

1. Tracy is a growing community of nearly 100,000 people located in a region of the State that lies near several areas of seismic activity, with main faults near Tracy associated

with the San Andreas Fault System of the greater San Francisco Bay Area, Calaveras, Hayward, and the Marsh Creek-Greenville active fault located immediately west of the southern portion of San Joaquin County, in which Tracy is located. Tracy is proximate to these faults capable of producing earthquakes.

2. Concern for fire-life safety associate with a structural failure due to a seismic event considering the large number of buildings, the use of new structural systems, the poor performance of certain construction materials, and the quality of construction.
3. Severe seismic events could disrupt communications, mobility, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of the Fire Department resulting in challenges to meet the fire and life safety needs of the community.
4. The local climatic and topographical conditions of Tracy are characterized as containing areas of highly flammable vegetation and typically warm, dry summers that can contribute to wildfire conducive conditions. Tracy is located in an area of significant high winds that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response time by the local fire department in the event of an emergency.
5. Local geographical strata of expansive soils can result in differential volume changes of soil and lead to horizontal and vertical displacement of the slab causing major structural damage.
6. Local geological conditions are characterized by corrosive soils which notably present within and around the city limits. Increased protections are put into place to prevent and slow down the corrosive action which will ensure that electrical and structural components maintain their integrity and minimize or prevent structural damage.

WHEREAS, this Ordinance was found to be categorically exempt from environmental review under section 15061 (b)(3), the "common sense" exemption because adding and clarifying language related to the applicability of building codes affects the processing and issuance of ministerial permits. Ministerial permits are also exempt from CEQA under CEQA Guidelines Section 15268.

WHEREAS, the City Council of the City of Tracy is the decision-making body for this Ordinance; and

WHEREAS, the City Council adopted Ordinance No. 1274 on November 5, 2019 to adopt the 2019 California Building Code Standards; and

WHEREAS, the City Clerk is directed to submit this ordinance upon enactment of the California Building Standards Commission for filing pursuant to applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: Incorporation of Recitals/Findings. The City Council finds and

determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2: Readopted sections. Tracy Municipal Code sections 9.04.010, 9.04.020 and 9.04.040 are readopted in their entirety without change.

SECTION 3: Amended sections. Tracy Municipal Code sections 9.04.030 and 9.04.050 are hereby amended to read as follows:

9.04.030 Adoption by reference of the California Building Code.
The City hereby adopts by reference the code entitled "2022 California Building Code," Volumes 1 and 2, including appendices C, F, H, I, K and P, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Building Code"), as amended by this chapter. The California Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

9.04.050 Amendments to the California Building Code
The City of Tracy hereby makes the following local amendments to the California Building Code:

9.04.050 is readopted in its entirety except for the existing appendix O. Appendix O is obsolete and will be replaced by appendix P.

APPENDIX P

Section P108.2.4 is amended to read as follows:

P108.2.4 Loft Guards. Loft guards shall be located along the open side of lofts. Loft guards shall not be less than 42 inches (914 mm) in height. Loft guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.

SECTION 4: Readopted sections. Tracy Municipal Code sections 9.06.010, 9.06.020, 9.06.040, 9.06.050, and 9.06.060 are readopted in their entirety without change.

SECTION 5: Amended sections. Tracy Municipal Code section 9.06.030 is hereby amended to read as follows:

9.06.030 Adoption by reference of the California Fire Code.
The City hereby adopts by reference the code entitled "2022 California Fire Code" including appendices B, BB, C, CC, D, F, H, L, N and O copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Fire Code"), as amended by this chapter. The California Fire Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

9.06.070 Amendments to the California Fire Code.

The City of Tracy hereby makes the following local amendments to the California Fire Code:

CHAPTER 1

Section 103.1 is amended to read as follows:

Section 103.1 Creation of agency. The South San Joaquin County Fire Authority is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 103.2 Appointment is hereby repealed in its entirety as it purports to give vested employment rights different than currently exists for the fire code official.

Section 105.2.3 is amended to read as follows:

Section 105.2.3 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the fire code official, an application shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application.

A new application shall be submitted, and corresponding fees shall be paid when an application for a permit has expired.

Section 105.3.2 is amended to read as follows:

Section 105.3.2 Extensions. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. However, at the discretion of the building official, a permit shall not be extended more than two times if this code or any other pertinent code, law or ordinance has been adopted subsequent to the date of application. A new permit shall be obtained, and corresponding fees shall be paid when a permit has expired.

Section 105.5.5 is amended to read as follows:

105.5.5 Carnivals, Fairs, Festivals, and Exhibitions. A permit is required to operate a carnival, fair, festival, or exhibition.

Section 105 is amended by adding subsections 105.6.55 through 105.6.57 to read as follows:

Section 105.6.55 Christmas tree lots, haunted house or corn maze. An operational permit is required to operate a temporary or permanent operation.

105.5.56 Emergency Responder Radio Coverage. A permit is required for facilities with Emergency Responder Radio Coverage Systems.

105.5.57 Indoor Growing Operation. A permit is required to operate an indoor growing operation.

Exception: Agricultural Greenhouses in an agricultural zone.

105.5.58 Retail Cannabis Operation. A permit is required to operate a retail cannabis operation.

Section 106 is amended by adding subsection 106.2.1.1 to read as follows:

106.2.1.1 Detail Page. An 8 ½" x 11" document and an electronically submitted "detail" page for emergency responder data files shall be submitted to and approved by the fire authority before final inspection. Detail page shall include a site plan showing:

- a. Property, site layout
- b. Roads, fire access lanes, and building access points
- c. Premises identification (Address, building identification, suites, room numbers, etc.)
- d. Fire Hydrant and Fire Department Connection (FDC) locations
- e. Knox product locations
- f. Fire alarm control locations
- g. Fire riser locations
- h. Hose valve locations
- i. "Main Electrical" and "Main Gas Disconnect" locations
- j. Hazardous materials storage

Section 107 is amended by adding subsection 107.7 to read as follows:

107.7 Reinspection Fee. A reinspection fee may be assessed for each inspection, test, or reinspection when such portion of work for which an inspection is requested is not complete or when corrections requested to be inspected are not made. This section is not to be interpreted as requiring reinspection fees the first time an inspection or test is rejected for failure to comply with the requirements of the code, but as controlling the practice of requesting inspections/tests before the job is ready for such inspection or test. Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which the inspection/test is requested, failure for those individuals conducting the test to show up at the scheduled time or deviating from the approved plans. The fee shall be equal to all incurred costs for inspection and administrative staff at the fully burdened rate.

CHAPTER 2

Section 202 subsection FALSE ALARM is amended to read as follows:

FALSE ALARM shall mean the giving, signaling or transmission to any public fire station or company or to any officer or employee thereof, whether by telephone, spoken word or otherwise, information to the effect that there is a fire, medical emergency, rescue request, or other need for emergency service at or near the place indicated by the person giving, signaling, or transmitting such information, and there is found to be no need for emergency services.

CHAPTER 3

Chapter 3 of the 2022 California Fire Code is adopted in its entirety as amended below:

Section 315.7.2 is amended to read as follows:

315.7.2 Distance to lot line. Where pallets, palletized packing boxes, bin boxes or other combustibles are piled or stored adjacent to a property line, the distance from such storage or pile shall not be less than 20 feet to the property line.

Section 315.7.3 is amended to read as follows:

315.7.3 Storage height. Pallets, palletized packing boxes, bin boxes and other combustible materials shall be stored or piled with due regard to stability but in no case greater than 15 feet in height.

Exception: Bin boxes may be stacked to a maximum height of 20 feet.

Section 315 is amended by adding section 315.7.8 to read as follows:

Section 315.7.8 Outside storage of pallets, palletized packing boxes, bin boxes and other combustibles.

Section 315.7.8.1 Operational permit required. An operational permit shall be obtained to store pallets, palletized packing boxes, bin boxes and other combustible materials more than 2500 cubic feet.

Section 315.7.8.2 Proximity to other combustible yard storage

Pallets, palletized packing boxes and bin boxes shall be stored within the limitations to other combustible yard storage as per Table 315.7.8.3 (a). The distance of stacked pallets, palletized packing boxes or bin boxes adjacent to buildings on the same lot shall comply with Table 315.7.8.3 (b).

Table 315.7.8.3 (a)

Minimum distance of piled storage to other combustible yard storage

# of Pallets Bins or boxes	Min. Ft.
<50	20 Feet
50-200	30 Feet
>200	50 Feet

Table 315.7.8.3 (b)

Minimum distance of piled or combustible storage to buildings

Building Wall Construction	# of Pallets, Bins or Boxes		
	<50	50-200	>200
Masonry without openings	0 ft.	0 ft.	15 ft.
Wood or metal with outside sprinklers	10 ft.	20 ft.	30 ft.
Wood, Metal or Masonry W/O outside sprinklers	20 ft.	30 ft.	50 ft.

Section 315.7.8.3 Fire access

Fire access driveways between and around pallets, palletized packing boxes, bin boxes or other combustibles shall be a minimum of 20 feet in width and maintained free from accumulation of rubbish, weeds, machinery, equipment, or other obstructions that may block access or add to the fire hazard. Driveways shall be spaced to establish a maximum

grid of storage not to exceed 50 feet by 50 feet and no pile shall exceed 2500 square feet in dimension or more than 50 feet in any one dimension. An approved turning radius around such piles shall be maintained at all times.

Section 315.7.8.4 Fencing

Outside storage of pallets, palletized packing boxes, bin boxes or other combustibles operating under a permit shall be enclosed by a suitable fence not less than 6 feet in height.

Section 315.7.8.5 Water Supply

An approved water supply and hydrants capable of supplying the required fire flow shall be provided within 400 feet or all portions of the storage area in accordance with section 507 of the 2019 California Fire Code or NFPA 1142 (where municipal water supplies are not available).

CHAPTER 4

Section 401.5 is amended by adding subsection 401.5.1 Cost to read as follows:

Section 401.5.1 Cost recovery. All costs incurred by the City to any response to a false alarm will be charged to that person, property owner, firm or corporation causing the transmission of the false alarm.

CHAPTER 5

Section 503.6 is amended to read as follows:

Section 503.6 Security gates. The installation of security gates across a fire apparatus access road shall require, prior to installation, approval by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. All electrically operated automatic gates across fire apparatus access roads shall be equipped with traffic preempting optical signal receivers compatible with the emitters utilized by the Fire Department, which will activate the gate and override all command functions of the gate controller. Knox Switches shall be provided at automatic gates. The traffic preemptive optical signal receiver and key switch shall be provided on both sides of an automatic access gate where an exit loop is not provided. The automatic gate shall have a battery backup or manual mechanical disconnect readily accessible to emergency personnel in case of power failure. All gates must meet Fire Department standards deemed necessary by the fire code official for rapid, reliable access. Electric gate operators, where provided, shall be listed in accordance with UL 325.

Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200. All manual gates shall be equipped with a Knox-Box containing a key to the gate, or an approved Knox-Padlock.

Section 505.1 is amended to read as follows:

Section 505.1 Address Identification. New and existing buildings shall be provided and maintained with approved address identification. The identification shall comply with all of the following:

1. Not less than 4" high with a 1/2" stroke width.
2. Located minimum of 6' above grade.

3. Illuminated at night. Illumination shall be either internally or externally at an intensity of 5.0 foot-candles.
4. Numbers shall contrast with the background.
5. Numbers shall be placed on a portion of the building that is both legible and visible from the street that fronts the property.
6. Numbers shall not be placed on a moveable door and shall not be obstructed from view from the street.
7. Addresses shall be Arabic numbers or alphabetical letters and conventional in form.

Additionally, where access is by means of a private road and/or the building address cannot be viewed from the public way, a monument, pole, or other approved sign or means shall be used to identify the structure. Where required by the fire code official, address numbers/figures shall be provided in additional approved locations to facilitate emergency response.

Multiple tenant spaces serviced by vehicular access to the rear of the building through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and existing buildings as to be plainly visible and legible from the rear access way.

Multiple tenant spaces serviced by rear access through a corridor, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space.

Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed over the entrance door in all new and existing buildings. An illuminated annunciator or directory board shall be required at every entrance where deemed necessary by the fire code official.

Section 506.1 is amended to read as follows:

Section 506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life safety or firefighting purposes, the fire code official is authorized to require a key box in which all keys necessary for entering any portion of the property, building or area shall be contained. The key box shall be manufactured by Knox (listed in accordance with UL 1037) and as a minimum size, shall be a Knox-Box 3200 series box with exterior dimensions of 5"x4"x3 ¾". Larger boxes will be required dependent upon the number of keys to be set within the box. The Knox-Box shall be installed at a height of 72" above finished grade in an accessible location approved by the fire code official. Keys within the box shall be permanently and readily identified.

Section 506 is amended by adding subsection 506.3 to read as follows:

Section 506.3 Hazardous materials management plan box. When a facility stores or uses hazardous materials, the fire code official may require the installation of a secured box manufactured by KNOX and located at the facilities primary entrance or fire control room. The plan box shall contain up-to-date hazardous materials inventory sheets (HMIS) of all the hazardous materials stored or used within the facility, hazardous materials management plan (HMMP) and contact information of the company liaison to the fire department. The plan box shall be waterproof and of sufficient size to contain HMMP and HMIS information without the need to fold the documentation.

Section 509 is amended by adding subsection 509.3 to read as follows:

509.3 Fire Control Room. All new buildings protected with an automatic fire extinguishing system shall be provided with a Fire Control Room in which shall contain system control valves

and where practical, fire alarm panel, smoke exhaust controls and all other equipment (excluding fire pump) as designated by the fire code official. If the electrical power equipment is not located within the Fire Control Room, then, it shall be in a room immediately adjacent thereto or as approved by the fire code official. The fire control room shall be located to be directly accessible from the exterior of the building and provided with a durable and permanent sign on the exterior of the access door to identify the space as the fire control room.

CHAPTER 6

Section 603 is amended by adding subsection 603.1.3 to read as follows:

603.1.3 Main Disconnects. The main electrical service to any commercial building shall be accessible for emergency shut off from the outside of the building. This may be accomplished by providing one (1) main disconnect, a Knox disconnect or shunt trip device. If, out of necessity, there is more than one main service disconnect, these disconnects shall be in close proximity to each other as approved by the fire code official. If a generator system activates automatically when a shunt trip or main disconnect shuts down, a control to stop the generator must be located with the main disconnect or shunt trip. Shunt trips, main disconnects and generator controls shall be identified by signs approved by the fire code official.

EXCEPTION:

1. Fire Control Room with a marked door that is directly accessible from the outside of the building.

CHAPTER 9

Section 901 is amended by adding subsection 901.6.3.2 to read as follows:

901.6.3.2 Records Reporting. Fire detection, alarm, and extinguishing systems shall be maintained in an operative condition at all times and shall be replaced or repaired when they become defective. Non-required fire protection systems and equipment shall be inspected, tested, and maintained or removed. All inspection, testing and maintenance reports shall be forwarded to the Fire Authority using electronic media to the designated third party as selected by the Fire Authority. Paper (hard copy) reports are not permitted.

Section 903 is amended by adding subsection 903.2.20 to read as follows:

Section 903.2.22 Automatic fire sprinklers. In addition to the requirements specified in Section 903 of this code, an automatic fire sprinkler system shall be installed throughout and maintained in operable condition in the following buildings:

1. Every building hereafter constructed in which the total area of the building is greater than 6,000 square feet including overhangs.
2. Every building hereafter constructed of three or more stories in height as defined in the building code.
3. Every building hereafter remodeled or improved within a three-year period when the cost of improvements (alterations and/or structural repairs to the building) requiring permits exceeds a valuation threshold as specified below and the total area of the building exceeds 6,000 square feet.

The calculation is determined using a valuation threshold of \$100,000 based on the 1985 "ENR US20 Cities" Average Construction Cost Index of 4195 adjusted by area

cost factors. The city will annually update the valuation threshold to a current amount based on the increase in the index since the last figure used.

4. Every building hereafter changed in occupancy classification and the total area is greater than 6,000 square feet, and the proposed use is deemed to be more hazardous based on risk analysis by the fire code official.
5. Every building hereafter in which square footage is increased by 50% or more within a three-year period and the total square footage of the building exceeds 6000 square feet. If the additional square footage added to a building creates a total that exceeds the minimum code requirement for sprinklers for that occupancy type, then automatic sprinklers shall be required.
6. (Exception) Minor additions; not greater than 500 square feet in area to existing non-sprinklered buildings and the purpose of the addition is for accessory storage or disabled access upgrades.

Section 903.3.6 is amended to read as follows:

903.3.6 Hose threads. Fire hose threads and fittings used in connection with automatic sprinkler systems shall be "National Hose" (NH).

Section 912.2.1 is amended to read as follows:

912.2.1 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be approved by the fire code official. Fire department connections shall be within one hundred (100) feet of a fire hydrant.

Section 912.5 is amended to read as follows:

Section 912.5 Signs. A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection serves a portion of a building or a specific building among multiple buildings a sign shall be provided to reflect the appropriate building or portion of a building served.

Section 913 is amended by adding the following text to the end of the section:

Section 913.7 Meters and testing devices. Where fire pumps are provided, they shall have a test loop installed in accordance with the applicable portions of NFPA 20 Section 4.21.2.

CHAPTER 11

Chapter 11 of the 2022 California Fire Code is partially adopted with adopted sections listed below (sections adopted by the State Fire Marshal remain unchanged unless modified below):

Section 1103.2 amended to read as follows:

Section 1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction shall be equipped with such coverage when any of the following conditions apply:

1. Where the use or occupancy group of the building has been changed and the use or occupancy is more hazardous.
2. Where the addition of metal racking systems, equipment, or interior walls utilizing metal, masonry or concrete materials that interfere with emergency responder radio coverage within the building as noted below:
 - a. Where multiple tenant spaces exist within a single structure, only the tenant space where improvements are made that trigger radio coverage shall have radio coverage. The improvements made to provide adequate radio coverage shall be designed, however, to have the capability to expand indoor radio coverage to all other areas of the building by adding cable and antennas if needed for subsequent improvements in these other areas of the building. Survivability of the cable pathway and "junction" locations between tenant spaces shall be addressed.
 - b. New metal racks (including required aisle and flue space) or equipment installed that increase existing metal racks (including required aisle and flue space) or equipment by 40% or greater of tenant spaces up to 100,000 square feet, 35% or greater of tenant spaces up to 400,000 square feet and 25% or greater of tenant spaces greater than 400,000 square feet shall require radio coverage.
 - c. New metal racks (including required aisles and flue spaces) or equipment that cover 30% or greater area of the tenant space where no such improvements previously existed shall require radio coverage in tenant spaces up to 100,000 square feet; 25% or greater of tenant spaces up to 400,000 square feet and 20% or greater of tenant spaces greater than 400,000 square feet.
 - d. New masonry or concrete walls and elevated floor/ceilings and metal-framed walls or floor/ceilings installed that increase existing masonry or concrete walls and elevated floor/ceilings and metal-framed walls and floor/ceilings (area calculation) by 40% or greater of tenant spaces up to 100,000 square feet, 35% or greater of tenant spaces up to 400,000 square feet and 25% or greater of tenant spaces more than 400,000 square feet shall require radio coverage.
 - e. New masonry or concrete walls and elevated floor/ceilings and metal-framed walls or floor/ceilings installed that cover 30% or greater area of the tenant space (area calculation) where no such improvements previously existed shall require radio coverage in tenant spaces up to 100,000 square feet, 25% or greater of tenant spaces up to 400,000 square feet and 20% or greater of tenant spaces more than 400,000 square feet.
3. Every building hereafter in which square footage of the building is increased by 50% or more within a three-year period and the total square footage of the building exceeds 10,000 square feet. Exception: 1). Group R Division 3 Occupancies and buildings constructed entirely of structural members made of wood.

CHAPTER 25

Chapter 25 of the 2022 California Fire Code is adopted in its entirety without amendment.

CHAPTER 26

Chapter 26 of the 2022 California Fire Code is adopted in its entirety without amendment.

CHAPTER 57

Chapter 57 of the 2022 California Fire Code is adopted in its entirety as amended below:

That the geographic limits referred to in Chapter 57 of the 2022 California Fire Code are hereby established as follows:

Section 5704.2.9.6.1 is amended to include the geographical areas such storage is prohibited:

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of class I and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

Exception: Above ground tanks located at public safety facilities.

Section 5706.2.4.4 is amended to include the geographical areas such storage is prohibited:

Section 5706.2.4.4. Locations where above-ground tanks are prohibited. Locations where above-ground tanks are prohibited. Storage of class I and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

CHAPTER 58

Chapter 58 of the 2022 California Fire Code is adopted in its entirety as amended below:

That the geographic limits referred to in Chapter 58 of the 2022 California Fire Code are hereby established as follows:

5806.2 Limitations. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

CHAPTER 61

Section 6104.2 of the 2022 California Fire Code is amended to include the geographical areas restricting the storage of liquefied petroleum gas:

6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gases prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses.

APPENDIX B

Section B105.2 is amended by adding the following text to the end of the section:

Exception:

5. A maximum reduction in required fire-flow of up to 50 percent, as approved by the fire code official, is allowed when the building is provided with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 as opposed to the 75% reduction values given for minimum fire flows in Table B1105.2. A reduction in required fire-flow of up to 75 percent, as approved by the fire code official, is allowed for warehouse buildings of Type I, Type II, and Type III construction provided with ESFR automatic fire sprinkler systems. The resulting fire-flow for any of these reductions shall not be less than 1500 gallons per minute for the prescribed duration

according to Table B105.1(2). Reduction of fire-flow applies to the fire hydrants requirements as specified in Appendix C.

APPENDIX BB

Section BB105.1 and Exception is amended to read as follows:

Section BB105.1 The minimum fire-flow and flow duration for school buildings shall be as specified in Table B8105.1.

Exception: A reduction in required fire flow of up to 50 percent is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gallons per minute for the prescribed duration as specified in Table B8105.1. Reduction of fire-flow applies to the fire hydrants requirements as specified in Appendix CC.

APPENDIX C

Appendix C is amended by adding section C106 to read as follows:

Section C106 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in the public right of way or on private property prior to any such installation.

Table C102.1 Number and Distribution of Fire Hydrants, footnote "b" is repealed and amended to read as follows:

Table C102.1 footnote "b"

- b. Where streets are provided with median dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both, or where arterial streets are provided with four or more traffic lanes, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

APPENDIX CC

Appendix CC is amended by adding section CC106 to read as follows:

Section CC106 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in the public right of way or on private property prior to any such installation.

Table CC105.1 Number and Distribution of Fire Hydrants, footnote "b" is repealed and amended to read as follows:

Table CC105.1 footnote "b"

- b. Where streets are provided with median dividers that make access to hydrants difficult, cause time delay, or create undue hazard or both, or where arterial streets are provided with four or more traffic lanes, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

SECTION 6: Readopted sections. Tracy Municipal Code sections 9.08.010, 9.08.020, 9.08.040, 9.08.050, 9.08.060, 9.08.070 and 9.08.080 through 9.08.160 are readopted in their entirety without change.

SECTION 7: Amended section. Tracy Municipal Code sections 9.08.030 is hereby amended to read as follows:

9.08.030 Adoption by reference of the California Electrical Code.

The City hereby adopts by reference the code entitled "2022 California Electrical Code," copyrighted by the National Fire Protection Association and approved by the California Building Standards Commission (hereinafter "California Electrical Code"), as amended by this chapter. The California Electrical Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 8: Readopted sections. Tracy Municipal Code sections 9.10.010, 9.10.020, 9.10.040 and 9.10.050 are readopted in their entirety without change.

SECTION 9: Amended section. Tracy Municipal Code section 9.10.030 is hereby amended to read as follows:

"9.10.030 Adoption by reference of the California Residential Code. The City hereby adopts by reference the code entitled "2022 California Residential Code" and appendices H, I, O, R, S, W, Y and Z copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Residential Code"), as amended by this chapter. The California Residential Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6."

SECTION 10: Added Section. Section 9.10.060 of the Tracy Municipal Code is hereby added to read as follows:

9.10.060 One- and two-family dwellings automatic fire suppression systems.

An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings including all newly installed manufactured homes in accordance with Title 25.

SECTION 11: Readopted sections. Tracy Municipal Code sections 9.12.010, 9.12.020, 9.12.040, and 9.12.050 are readopted in their entirety without change.

SECTION 12: Amended sections. Tracy Municipal Code section 9.12.030 is amended to read as follows:

9.12.030 Adoption by reference of the California Plumbing Code.

The City hereby adopts by reference the code entitled "2022 California Plumbing Code," including appendices A, B, C, D, E, G, H, I, J and K, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission (hereinafter "California Plumbing Code"), as amended by this chapter. The California Plumbing Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 13: Added section. Tracy Municipal Code section 9.12.060 is added to read as follows:

9.12.060 Corrosive Soils.

The City of Tracy has extensive areas where corrosive soils are present and therefore any ferrous or galvanized conduit, piping, connections, or equipment in contact with the ground shall be appropriately protected unless otherwise listed.

SECTION 14: Readopted sections. Tracy Municipal Code sections 9.14.010, 9.14.020 and 9.14.040 are readopted in their entirety without change.

SECTION 15: Amended section. Tracy Municipal Code section 9.14.030 is hereby amended to read as follows:

9.14.030 Adoption by reference of the California Green Building Standards Code. The City hereby adopts by reference the code entitled "2022 California Green Building Standards Code" without appendices and copyrighted by the California Building Standards Commission (hereinafter "California Green Building Standards Code"), as amended by this chapter. The California Green Building Standards Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 16: Readopted sections. Tracy Municipal Code sections 9.16.010, 9.16.020, 9.16.040 and 9.16.050 are readopted in their entirety without change.

SECTION 17: Amended section. Tracy Municipal Code section 9.16.030 is hereby amended to read as follows:

"9.16.030 Adoption by reference of the California Mechanical Code. The City hereby adopts by reference the code entitled "2022 California Mechanical Code," and appendices D and F attached thereto, copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission (hereinafter "California Mechanical Code"), as amended by this chapter. The California Mechanical Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6."

SECTION 18: Added section. Tracy Municipal Code section 9.16.060 is hereby added to read as follows:

9.16.060 Corrosive Soils.

The City of Tracy has extensive areas where corrosive soils are present and therefore any ferrous or galvanized ducting, conduit, piping, connections, or equipment in contact with the ground shall be appropriately protected unless otherwise listed.

SECTION 19: Readopted sections. Tracy Municipal Code section 9.40.010, 9.40.020, 9.40.030, 9.40.040, and 9.40.050 are readopted in their entirety.

SECTION 20: Readopted sections. Tracy Municipal Code sections 9.48.010, 9.48.020 and 9.48.040 are readopted in their entirety without change.

SECTION 21: Amended section. Tracy Municipal Code section 9.48.030 is hereby amended to read as follows:

9.48.030 Adoption by reference of the California Historical Building Code.

The City hereby adopts by reference the code entitled "2022 California Historical Building Code" including all appendices attached thereto and copyrighted by the California Building Standards Commission (hereinafter "California Historical Building Code"), as amended by this chapter. The California Historical Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 22: Readopted section. Tracy Municipal Code section 9.50.010, 9.50.020, 9.50.040, and 9.50.050 are readopted in their entirety without change.

SECTION 23: Amended section. Tracy Municipal Code section 9.50.030 is amended to read as follows:

9.50.030 Adoption by reference of the California Existing Building Code.

The City hereby adopts by reference the code entitled "2022 California Existing Building Code", without appendices, copyrighted by the International Code Council and the California Building Standards Commission (hereinafter "California Existing Building Code"), as amended by this chapter. The California Existing Building Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.

SECTION 24: Readopted sections. Tracy Municipal Code sections 9.64.010, 9.64.020 and 9.64.040 are readopted in their entirety without change.

SECTION 25: Amended section. Tracy Municipal Code section 9.64.030 is hereby amended to read as follows:

9.64.030 Adoption by reference of the California Energy Code.

The City hereby adopts by reference the code entitled "2022 California Energy Code," without appendices, published by the International Code Council and copyrighted by the California Building Standards Commission (hereinafter "California Energy Code"), as amended by this chapter. The California Energy Code is on file with the City Clerk and is available for inspection and copying in accordance with Government Code section 50022.6.

SECTION 26: Title, chapter, and section headings. Title, chapter, and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of any title, chapter, or section hereof.

SECTION 27: CEQA Determination: The adoption of this ordinance is exempt from CEQA pursuant to section 15061 (b)(3), the "common sense" exemption because adding and clarifying language related to the applicability of building codes affects the processing and issuance of ministerial permits. Ministerial permits are also exempt from CEQA under CEQA Guidelines Section 15268.

SECTION 28: Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 29: Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 30: Department coordination included Fire Department review.

SECTION 31: Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 32: Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 6th day of December 2022, and finally adopted on the ____ day of _____, 202_, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE: 1) REPEALING THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, ENERGY CODE, RESIDENTIAL CODE, EXISTING BUILDING CODE, GREEN STANDARDS BUILDING CODE, AND THE HISTORIC BUILDING CODE, ALL CODIFIED UNDER TRACY MUNICIPAL CODE TITLE 9; 2) MAKING FINDINGS TO SUBSTANTIATE MODIFICATIONS TO THE 2022 CALIFORNIA BUILDING CODES AND STANDARDS, DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS; 3) ADOPTING, WITH LOCAL AMENDMENTS, THE 2022 CALIFORNIA BUILDING CODES AND STANDARDS, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9; 4) ADOPTING APPENDICES C, F, H, I, K, P UNDER THE CALIFORNIA BUILDING CODE, APPENDICES D AND G UNDER THE MECHANICAL CODE, APPENDICES A, B, C, D, E, G, H, I, J AND K UNDER THE PLUMBING CODE, APPENDICES H, I, O, R, S, W, Y, Z UNDER THE RESIDENTIAL CODE, APPENDIX A UNDER THE HISTORICAL BUILDING CODE, AND APPENDICES B, BB, C, CC, D, F, H, L, N, AND O UNDER THE FIRE CODE, AND CODIFYING THE SAME AS TRACY MUNICIPAL CODE TITLE 9; AND 5) ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION FINDINGS

This Ordinance adoption occurs every three years and will replace the previously adopted 2019 California codes and makes any new amendments or repeal any previous amendments that have changed, are no longer relevant, or have become obsolete in the Tracy Municipal Code, pursuant to the California Health and Safety Code section 18901, et. seq.

Appendix B

Justification for amended code sections

1. Amending Section 105.2 item 1 of the California Building Code clarifying building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
2. Amending Section 105.2 item 2 of the California Building Code specifying specific fence types that are not exempt from a building permit. This amendment is administrative in nature.
3. Amending Section 105.3.2 of the California Building Code clarifying the time limitations for permit applications. This amendment is administrative in nature.
4. Amending Section 105.5 of the California Building Code clarifying the process and time limits for extensions to permits. This amendment is administrative in nature.
5. Amending Section 502.1 of the California Building Code clarifying the requirements for address identification. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
6. Amending Section 1808A.6.1 of the California Building Code clarifying the requirements for slabs-on-grade. This amendment is due to geological strata of expansive soils and that is intended to address the differential volume changes of soil and to prevent horizontal and vertical displacement of the slab.
7. Amending Section P108.2.4 of the California Building Code by requiring guardrail heights located at lofts to coincide with current California Residential Code requirements. This amendment is administrative in nature.
8. Amending Section 103.1 of the California Fire Code specifying the South San Joaquin County Fire Authority is the agency responsible for the implementation, administration, and enforcement of the Fire Code. This amendment is administrative in nature.
9. Repealing Section 103.2 of the California Fire Code regarding the appointment of the fire code official. This amendment is administrative in nature.
10. Amending Section 105.2.3 of the California Fire Code clarifying the time limits for permit applications. This amendment is administrative in nature.
11. Amending Section 105.3.2 of the California Fire Code clarifying the process and time limits for extensions to permits. This amendment is administrative in nature.
12. Amending Section 105.5.5 of the California Fire Code adding the text to include festivals and exhibitions. This amendment is administrative in nature.
13. Adding Section 105.5.55 to the California Fire Code expanding operation permit requirements for both temporary and permanent operation of Christmas tree lots, haunted houses, and corn mazes. This amendment is administrative in nature.
14. Adding Section 105.5.56 to the California Fire Code expanding operation permit requirements for facilities equipped with emergency responder radio coverage systems. This amendment is administrative in nature.
15. Adding Section 105.5.57 to the California Fire Code expanding operation permit requirements for indoor growing operations with the exception of agricultural greenhouses in an agricultural zone. This amendment is administrative in nature.
16. Adding Section 105.5.58 to the California Fire Code expanding operation permit requirements for retail cannabis operations. This amendment is administrative in nature.
17. Addition Section 106.2.1.1 to the California Fire Code requiring the submission of a detail page for emergency responder data files. This amendment is administrative in nature.
18. Adding Section 107.7 to the California Fire Code specifying when reinspection fees may be assessed. This amendment is administrative in nature.

19. Amending Section 202 of the California Fire Code clarifying the definition of “False Alarm”. This amendment is administrative in nature.
20. Amending Section 112.4 of the California Fire Code clarifying the violations and penalties provisions. This amendment is administrative in nature.
21. Amending Sections 315.7.2 and 315.7.3 to the California Fire Code the distances from lot lines and storage heights of pallets, palletized packing boxes, and bin boxes. This amendment is due to climatic and topographical conditions where summer weather conditions that are very dry, hot and windy causing ordinary combustibles to be easily ignited and fires to be fast spreading. And the area is intersected by Interstates 5, 205, and 580 and experiences a large volume of commuter traffic that can delay fire and emergency service response.
22. Adding Sections 315.7.8.1 through 315.7.8.5 to the California Fire Code requiring specific limitations on the exterior storage of pallets, palletized packing boxes, and bin boxes due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements for limitations on placement, pile height and pile size, fire access, fencing and water supply will mitigate the added danger posed to the citizens and properties of the City of Tracy.
23. Adding Section 401.5.1 to the California Fire Code specifying recovery costs for responding to false alarms. This amendment is administrative in nature.
24. Amending Section 503.6 of the California Fire Code clarifying the requirements for access where electrically operated gates are provided. This amendment is administrative in nature.
25. Amending Section 505.1 of the California Fire Code clarifying the requirements for address identification on new and existing buildings. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
26. Amending Section 506.1 of the California Fire Code clarifying the requirements for the type and placement of key boxes. This amendment is administrative in nature and provides information that is lacking in the Fire Code, where the Fire Code points to local authority requirements.
27. Adding Section 506.3 to the California Fire Code requiring that a hazardous material plan box be provided due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of hazardous materials plan boxes mitigates this issue by providing for faster more precise response by fire service responders by having immediate access to information thereby saving time and properly deploying Fire Department resources.
28. Adding Section 509.3 to the California Fire Code requiring that all buildings protected by automatic fire extinguishing systems be provided with a Fire Control Room due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of control rooms provides for faster more precise response by fire service responders as well as providing exposure protection for fire service equipment not addressed elsewhere in the code.
29. Adding Section 603.1.3 to the California Fire Code requiring that the main electrical for any commercial building be accessible for shut off from outside the building or in a room directly accessible from outside the building due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to

structures. The inclusion of an exterior shut off or shut offs in a room directly accessible from outside the building provides for faster more precise response by fire service responders.

30. Adding Section 901.6.3.2 to the California Fire Code requiring fire protection system reports be submitted using the electronic media designated by the Fire Authority. This amendment is administrative in nature.
31. Adding Section 903.2.22 to the California Fire Code requiring fire sprinklers in a variety of buildings due to the climatic condition of low water table and minimal rainfall. The use of automatic fire sprinklers has been documented to show that suppressing an equivalent fire requires approximately only 1/3 the required water flow by direct application at the incipient stage of the fire rather than subsequent application of hose streams.
32. Amending Section 903.3.6 to the California Fire Code requiring fire hose threads and fitting used in the connection with automatic fire sprinkler systems to be "National Hose" (NH). This amendment is administrative in nature.
33. Amending Section 912.2.1 to the California Fire Code requiring a fire hydrant to be positioned with 100 feet of a fire department connection. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread.
34. Amending Section 912.5 of the California Fire Code identifying requirements for proper signs indicating which portion of a building or building on a multiple building site for which an FDC serves. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread. If an FDC is not properly identified as to which building it serves, critical operational time is lost.
35. Adding Section 913.7 to the California Fire Code to read, "Where fire pumps are provided, a test loop shall be installed in accordance with the applicable portions of NFPA 20 Section 4.21.2." This amendment is due to the climatic condition of low water table and minimal rainfall. The use of a test loop for performing the annual testing of fire pumps reduces water usage that will further affect the water table and create possible water shortages for necessary firefighting.
36. Amending Section 1103.2 of the California Fire Code specifying in detail the thresholds for the enforcement for radio coverage in existing buildings. This amendment is administrative in nature.
37. Adding Chapter 25 of the California Fire Code. Building standards not adopted by the California State Fire Marshal require local jurisdictions to adopt to enforce the provisions. This amendment is administrative in nature.
38. Adding Chapter 26 of the California Fire Code. Building standards not adopted by the California State Fire Marshal require local jurisdictions to adopt to enforce the provisions. This amendment is administrative in nature.
39. Amending Section 5704.2.9.6.1 to clarify the geographical areas storage of flammable and combustible liquids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
40. Amending Section 5706.2.4.4 to clarify the geographical areas storage of flammable and combustible liquids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
41. Amending Section 5806.2 to clarify the geographical areas storage of flammable gases and flammable cryogenic fluids are prohibited. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.
42. Amending Section 6104.2 to clarify the geographical areas storage of liquefied petroleum gases are restricted. This amendment is administrative in nature and provides information where the Fire Code points to local authority requirements.

43. Adding Section B105.2 Exception 5 to the California Fire Code specifying the conditions for the reduction of fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
44. Amending Section BB105.1 of the California Fire Code specifying the conditions for use of Exception 1 to reduce fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
45. Adding Section C106 to the California Fire Code indicating that the Fire Code Official shall specify the permissible type of fire hydrants. CFC Section 507.2.1 indicates that fire hydrants and mains shall comply with NFPA 24. Chapter 7, Section 7.1.1 of NFPA 24 specifies that all fire hydrants shall be an approved type. This amendment, therefore, is an administrative clarification.
46. Amending Table C102.1 footnote b of the California Fire Code altering the conditions for use of footnote b. CFC Table C102.1 footnote b, provides fire hydrant spacing and flow conditions for streets with medians based upon the number of lanes and specific traffic volume. This amendment removes the vehicle count and number of lanes as conditions and replaces them with a more usable standard which is based on the difficulty of fire operations across the median since the standards do not address the width of the median, intervening features such as transportation stops or grade differentials and is administrative in nature.
47. Amending Table CC105.1 footnote b to the California Fire Code altering the conditions for use of footnote b. CFC Table CC105.1 footnote b, provides fire hydrant spacing and flow conditions for streets with medians based upon the number of lanes and specific traffic volume. This amendment removes the vehicle count and number of lanes conditions and replaces them with a more usable standard which is based on the difficulty of fire operations across the median since the standards do not address the width of the median, intervening features such as transportation stops or grade differentials and is administrative in nature.
48. Adding Section CC106 to the California Fire Code indicating that the Fire Code Official shall specify the permissible type of fire hydrants. CFC Section 507.2.1 indicates that the fire hydrants and mains shall comply with NFPA 24. Chapter 7, Section 7.1.1 of NFPA 24 specifies that all fire hydrants shall be an approved type. This amendment is, therefore, an administrative clarification.
49. Amending Sections 250.52(A)(5) and 250 (A)(7) of the California Electrical Code which requires increased protection for the size of buried electrical grounds due to the geological condition that corrosive soils are notably present within and around the city limits of the City of Tracy which corrode and destroy such grounding at an accelerated rate.
50. Amending Section R105.2 item 1 of the California Residential Code clarifying the building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
51. Amending Section R105.2 item 2 of the California Residential Code identifying specific fence types that are not exempt from a permit. This amendment is administrative in nature.
52. Amending Section R105.3.2 of the California Residential Code clarifying the time limitations for plan review applications and permissible extensions. This amendment is administrative in nature.
53. Amending Section R105.5 of the California Residential Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.

54. Amending Table R301.2(1) of the California Residential Code by inputting jurisdictional specific information into the table (design criteria). This amendment is administrative in nature.
55. Amending Section R319.1 of the California Residential Code clarifying the requirements for address identification. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
56. Amending AZ108.2.4 of the California Residential Code by requiring guardrail heights located at lofts to coincide with other provisions of the current California Residential Code. This amendment is administrative in nature.
57. Amending Section 104.3.3 of the California Plumbing Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
58. Amending Section 104.4.3 of the California Plumbing Code clarifying the time limits for plumbing permits and permissible extensions. This amendment is administrative in nature.
59. Amending Section 104.4.4 of the California Plumbing Code clarifying extensions for plumbing permits. This amendment is administrative in nature.
60. Amending Section 106.3 of the California Plumbing Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
61. Amending Section 104.3.3 of the California Mechanical Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
62. Amending Section 104.4.3 of the California Mechanical Code clarifying the time limits for mechanical permits and permissible extensions. This amendment is administrative in nature.
63. Amending Section 104.4.4 of the California Mechanical Code clarifying the extensions for mechanical permits. This amendment is administrative in nature.
64. Amending Section 106.3 of the California Mechanical Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
65. Amending Section 105.3.2 of the California Existing Building Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
66. Amending Section 105.5 of the California Existing Building Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
67. Amending Section 113.4 of the California Existing Building Code by modifying the text of subsection for penalties and violations. This amendment is administrative in nature.

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) approving the AB1600: Development Impact Fee Annual Report & Five-Year Report for Fiscal Year 21-22 regarding Development Impact Fee revenues and expenditures, and 2) making findings regarding unexpended funds in accordance with the Mitigation Fee Act.

EXECUTIVE SUMMARY

Development Impact Fees (DIFs) are established by the City and imposed upon development projects for the purpose of mitigating the impact that the development projects have upon the City's ability to provide specified public facilities. DIFs are one-time fees that are generally collected at building permit issuance and vary based on the fee area and the development type. The DIF studies identify projects that are eligible for funding from each fund. The City is required by state law to issue an annual fiscal report identifying the information required in Government Code Section 66006(b)(1). Additionally, every five years following the first deposit into each fund, the City is required to report additional information on remaining funds held. The annual fiscal report for Fiscal Year 2021-2022 and the five-year report for Fiscal Years 2017-2018 through 2021-2022 are combined into one report called the "AB1600: Development Impact Fee Annual Report & Five-Year Report for Fiscal Year 21-22" (Report) (see Attachment A).

BACKGROUND AND LEGISLATIVE HISTORY

The Mitigation Fee Act, commonly referred to as AB1600 and codified as Government Code sections 66000-66006, imposes requirements for the collection and expenditure of development impact fees. Section 66006(b)(1) requires the City to prepare and make available to the public annual information for each separate account or fund, including:

- (a) a brief description of the fee;
- (b) the amount of the fee;
- (c) the beginning and ending balance;
- (d) the amount of the fees collected and interest earned;
- (e) an identification of each public improvement on which fees were expended, the amount of expenditures on each improvement including the total percentage of the cost that was funded with fees;
- (f) an identification of an approximate date by which the construction of the public improvement will begin if the city determines sufficient funds have been collected;
- (g) a description of each interfund transfer or loan, including the public improvements on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest; and
- (h) the amount of refunds made, if any.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

- (a) An identification of the purpose to which the fee is to be put
- (b) A demonstration of a reasonable relationship between the fee and the purpose for which it is charged
- (c) An identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program
- (d) A designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

The Report is intended to satisfy the annual reporting requirements for FY21-22 as well as the requisite five-year findings for FYs 17-18 through 21-22. The City must make the annual reporting information available for public review within 180 days after the end of each fiscal year and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public.

Historically, the City has complied with the annual reporting requirement through the City Council's acceptance of the Development Impact Fee Annual Report containing the required information and adopting a resolution confirming acceptance of the Report prior to the end of the calendar year. This year, as five- year findings were also needing to be adopted and were not ready prior to the end of the 2022, the City complied with the annual requirement by posting the Report on the City's website in advance of this meeting, on December 22, 2022.

ANALYSIS

The City maintained 48 different DIF funds, with combined collected revenues of \$49,940,571 in Fiscal Year 2021-2022 (FY 21-22). Development impact capital expenditures for FY 21-22 totaled \$29,233,920.

During FY 21-22, the City of Tracy underwent a large-scale reorganization of Development Impact Fees to facilitate a more uniform and manageable administration of the DIF program. The Core Fees Development Impact Fee Study, adopted on January 18, 2022, consolidated the older specific plan-based impact fee programs into a single fee area called the "Core Fees."

The City went from maintaining ten fee program areas with 48 funds to now maintaining three main fee areas and 32 funds. The main fee areas are the Core Fees, Master Plan Fees, and the Ellis Fees. Gateway Phase 1 will be consolidated with the City Master Plan Area in the future.

The Report includes information from the funds that were consolidated during FY21-22 and the new funds that were created with the Core Fees DIF Study.

The proposed Resolution approves the Report and makes the requisite findings as to the unexpended Development Impact Fees.

FISCAL IMPACT

There is no fiscal impact related to approving the Report.

COORDINATION

Staff coordinated with the Finance Department.

STRATEGIC PLAN

The agenda item is mandated by State law and does not have bearing on the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) approving the AB1600: Development Impact Fee Annual Report & Five-Year Report for Fiscal Year 21-22 regarding Development Impact Fee revenues and expenditures, and 2) making findings regarding unexpended funds in accordance with the Mitigation Fee Act).

Prepared by: Veronica Child, Management Analyst

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – AB1600: Development Impact Fee Annual Report & Five-Year Report (Fiscal Year 21-22)



AB1600: Development Impact Fee Annual Report & Five Year Report



Fiscal Year 21-22

City of Tracy

Prepared By:



Harris & Associates

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Section 1 **Executive Summary**

Development Impact Fees are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). Additionally, every five years following the first deposit into the account or fund, the City must make additional findings. This report will serve as the City of Tracy's AB1600 report for the fiscal year starting July 1, 2021 and ending June 30, 2022. This report also satisfies the five-year findings requirement for fiscal years starting July 1, 2017 and ending June 30, 2022.

The City of Tracy underwent a large-scale reorganization of Development Impact Fees during Fiscal Year 21-22 (FY21-22) to facilitate a more uniformed and manageable administration of the DIF program. The City went from maintaining ten fee program areas to now maintaining three main fee areas: the Core Fees, Master Plan Fees, and the Ellis Fees. Gateway Phase 1 will be consolidated with the City Master Plan Area in the future.

The Citywide Master Plan Area

As new development occurred throughout the years, specific plans were developed and technical studies were completed to identify the infrastructure necessary to serve the new development. Each specific plan area developed a Finance and Implementation Plan (FIP) to establish the development impact fees that would be required to fund the new infrastructure and summarize the required improvements. In 2012, the City completed Citywide Infrastructure Master Plans and established citywide development impact fees for the Master Planned Area, known as the "Master Plan Fees". The areas within the old, previously established specific plan areas with FIPs, were not included as a part of these new master plans and fee studies.

The Core Area

Many of the old FIPs established in the 1990's are now largely built-out. The City found that implementing and updating eight different sets of fees has been burdensome, especially as the areas approach build-out. The Core Fees Development Impact Fee Study adopted on January 18, 2022 through resolution consolidated the old impact fee programs areas into a single fee area called the "Core Fees".

The following are the development impact fee program areas in the City that were incorporated into the Core Fees:

- I-205 Development Area (I-205)
- Infill Development (Infill)
- Industrial Specific Plan-South (ISP South)
- Northeast Industrial Area - Phase I (NEI I)
- Northeast Industrial Area - Phase II (NEI II)
- Plan C Development (Plan C)
- Presidio Planning Area (Presidio)
- South MacArthur Planning Area (SMPA)

The Ellis Program Area

The Ellis Program Area (Ellis) is located between Lammers Road and Corral Hollow Road along the north side of the Union Pacific rail line. The infrastructure needed to serve the Ellis Program Area along with Ellis' fair share of the facilities in the City and the resulting fees required to mitigate the impacts of the Ellis development are outlined in the "Ellis Program Area Finance and Implementation Plan" adopted August 2013.

This report will include information from the funds that were consolidated during FY21-22 and the new funds that were created with the Core Fees DIF Study.

Development impact fee capital expenditures across all DIFs for FY21-22 totaled approximately \$29.2 million.

While the fee revenues collected from DIFs can be used by the City to build improvements, they are largely used as a credit and reimbursement mechanism for developers who fund the construction of the improvements within their project development area.

The following sections provide the legal context for this annual report, required reporting information for each of the City's DIFs, and the five-year finding requirements.

Section 2 Requirements of Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually with additional information reported every fifth year. Within 180 days after the last day of each fiscal year, the City must make available the following information from the prior fiscal year:

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balances in each fee account
4. The amount of fees collected and interest earned during the previous year
5. Identification of each public improvement on which fees were expended and the amount expended on each improvement, including the total percentage of the cost of improvements funded with the fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. A description of any interfund transfers or loans, including a description of the public improvement on which the transferred or loaned fees will be expended, the interest that the account will receive for the loan and the date on which the loan will be repaid
8. An identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. An identification of the purpose to which the fee is to be put
2. A demonstration of a reasonable relationship between the fee and the purpose for which it is charged
3. An identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program
4. A designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

This report is intended to satisfy the annual reporting requirements for FY21-22 as well as the five-year finding for FYs 17-18 through 21-22. The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public.

Section 3 City of Tracy Development Impact Fees

Table 1 lists the restructured fees and corresponding fund numbers that comprises the City of Tracy's current DIF fee program.

Table 1: City of Tracy DIF Funds

Fund Number	Fee(s)
316	Infill Area, Downtown Improvements Parking
331	Ellis Program Area, Traffic
332	Ellis Program Area, Drainage
333	Ellis Program Area, Parks
334	Ellis Program Area, Public Buildings
335	Ellis Program Area, Water
336	Ellis Program Area, Recycled Water
337	Ellis Program Area, Wastewater
350	NEI, Storm Drain
356	Tracy Gateway Area: Arterials, Storm Drain, Pub Buildings, Water, Wastewater
358	Ellis Program Area, Program Management
360	Citywide Master Plan Fees, Public Safety Comm
361	Citywide Master Plan Fees, Parks
362	Citywide Master Plan Fees, Storm Drain
363	Citywide Master Plan Fees, Traffic
364	Citywide Master Plan Fees, Wastewater
365	Citywide Master Plan Fees, Water
366	Citywide Master Plan Fees, Public Facilities
367	Citywide Master Plan Fees, Public Safety PD
368	Citywide Master Plan Fees, Recycled Water
369	Citywide Master Plan Fees, Public Safety Fire
371	Core Public Facilities
372	Core Public Safety Fire
373	Core Public Safety Police
374	Core Public Safety Comm Facilities
375	Core Traffic
376	Core Wastewater
377	Core Water
378	Core Parks
379	Core Storm Drain
391	Urban Management Plan, Program Management

Table 2 shows the funds that were active prior to the Core Fee adoption and provides the fund numbers that the fees were transferred to as part of the Core Fee Adoption.

Table 2: Consolidated Core Fee Funds

Previous Fund Number	New Fund Number	Fee(s)
311	378	Infill Area, Parks
312	379	Infill Area, Strm Drn
313	375	Infill Area, Arterials
314	371 372 373 374	Infill Area, Pub Bldgs
315	391	Infill Area, Prgm Mgmt
316	316*	Infill Area, Downtown Imprvs Parking
321	378	Plan C Area, Parks
322	379	Plan C Area, Strm Drn
323	375	Plan C Area, Arterials
324	371 372 373 374	Plan C Area, General Facilities
325	376	Plan C Area, Utilities - Wastewater
351	371 372 373 374	Northeast Industrial Area, Ph 1, Pub Bldgs
	375	Northeast Industrial Area, Ph 1, Arterials
	376	Northeast Industrial Area, Ph 1, Wastewater
	377	Northeast Industrial Area, Ph 1, Water
352	371 372 373 374	South MacArthur Plan Area, Pub Bldgs
	375	South MacArthur Plan Area, Arterials
	376	South MacArthur Plan Area, Wastewater
	377	South MacArthur Plan Area, Water
	378	South MacArthur Plan Area, Parks
	362	South MacArthur Plan Area, Strm Drn
353	371 372 373 374	I-205 Corridor Area, Pub Bldgs
	375	I-205 Corridor Area, Arterials

Previous Fund Number	New Fund Number	Fee(s)
353	376	I-205 Corridor Area, Sewer Treatment
	377	I-205 Corridor Area, Water
	378	I-205 Corridor Area, Parks
	379	I-205 Corridor Area, Strm Drn
354	371 372 373 374	Industrial Specific Plan South Area, Pub Bldgs
	375	Industrial Specific Plan South Area, Arterials
	376	Industrial Specific Plan South Area, Wastewater
	377	Industrial Specific Plan South Area, Water
	378	Industrial Specific Plan South Area, Parks
	379	Industrial Specific Plan South Area, Strm Drn
355	371 372 373 374	Presidio Area, Pub Bldgs
	375	Presidio Area, Arterials
	376	Presidio Area, Wastewater
	377	Presidio Area, Water
	379	Presidio Area, Strm Drn
357	371 372 373 374	Northeast Industrial Area, Ph 2, Pub Bldgs
	375	Northeast Industrial Area, Ph 2, Arterials
357	376	Northeast Industrial Area, Ph 2, Wastewater
	377	Northeast Industrial Area, Ph 2, Water
	350	Northeast Industrial Area, Ph 2, Strm Drn

Section 4 Overview of Development Impact Fees

Below outlines the required information for each DIF fund.

Infill

The following sections describe the fees imposed on new developments in the Infill area, based on the Updated Infill Finance and Implementation Plan (FIP) adopted by City Council on April 3, 2012 by Resolution 2012-060. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158. The Infill fees were eliminated following the adoption of the Core Fee Program on January 18, 2022.

Fund 311 - Infill Area, Parks (*Fund Closed: Transferred to Fund 378 – Core Parks*)

Requirement 1: Brief description of the type of fee

The City's standard for parks is one acre of Community Park per 1,000 residents and three acres of Neighborhood Park per 1,000 residents. This fee is collected from Infill properties to contribute to new park construction that is necessary to maintain the City's park standard.

Requirement 2: Amount of fee

Table 3 identifies the Infill Area, Parks Fee for FY21-22.

Table 3: Infill Area, Parks Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$5,429.00
Medium Density	\$4,524.00
High Density	\$3,619.00

Requirement 3: Beginning and ending balance in the fund

Table 4 summarizes the beginning and ending fund balances for the Infill Area, Parks Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Park Fund, Fund 378.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 4 summarizes the fees collected and the interest earned for the Infill Area, Parks Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 4: Infill Area, Parks Fund Summary

Infill, Parks	Total
Beginning Fund Balance (July 1, 2021)	\$2,830,566
Revenues	
Fees Collected	\$42,753
Interest/Investment Earnings ¹	(\$13,699)
Other Revenues	\$0
Total Revenues	\$29,054
Expenses	
Project Expenses	(\$97,824)
Other Expenses	\$0
Total Expenses	(\$97,824)
Transfers	(\$2,761,795)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 5 identifies the Infill Area, Parks expenditures for FY21-22.

Table 5: Infill Area, Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Gretchen Tally Park PH III	78170	(\$97,824)	56%
Total		(\$97,824)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 6 shows the fund balance transfer to Fund 378 – Core Parks where funds will be used for the improvements listed in the Core Fee Report.

Table 6: Infill Area, Parks Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 378 – Core Parks	Fund 378	Fund 311	(\$2,761,795)
Total			(\$2,761,795)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 312 - Infill Area, Storm Drain (*Fund Closed: Transferred to Fund 379 – Core Storm Drain*)

Requirement 1: Brief description of the type of fee

This fee is collected from infill properties to fund the storm drainage facilities necessary to serve new development as identified in the Infill Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 7 identifies the Infill Area, Storm Drain Fee for FY21-22

Table 7: Infill Area, Storm Drain Fee

Land Use	Storm Drain Fee	Storm Drain, Outfall Fee
Residential (per unit)		
Low Density	\$1,194.00	\$235.00
Medium Density	\$793.00	\$156.00
High Density	\$710.00	\$140.00
Non-Residential (per acre)		
Commercial/Retail	\$18,497.00	\$3,644.00
Office	\$18,497.00	\$3,644.00
Industrial	\$18,497.00	\$3,644.00

Requirement 3: Beginning and ending balance in the fund

Table 8 summarizes the beginning and ending fund balances for the Infill Area, Storm Drain Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Storm Drain Fund, Fund 379.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 8 summarizes the fees collected and the interest earned for the Infill Area, Storm Drain Fee for FY21-22.

Table 8: Infill Area, Storm Drain Fund Summary

Infill, Strm Drn	Total
Beginning Fund Balance (July 1, 2021)	(\$152,519)
Revenues	
Fees Collected	\$40,779
Interest/Investment Earnings ¹	\$0
Other Revenues	\$0
Total Revenues	\$40,779
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$111,740
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred with the adoption of the Core Fees Development Impact Fee Study. Table 9 shows the fund transfer from Fund 379 – Core Storm Drain to close out this fund.

Table 9: Infill Area, Storm Drain Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 378 – Core Parks	Fund 378	Fund 311	(\$2,761,795)
Total			(\$2,761,795)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 313 - Infill Area, Arterials (*Fund Closed: Transferred to Fund 375 – Core Traffic*)

Requirement 1: Brief description of the type of fee

This fee is collected from infill properties to contribute to the traffic improvements needed to serve new development as identified in the Infill Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 10 identifies the Infill Area, Arterials Fee for FY21-22.

Table 10: Infill Area, Arterials Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$2,700.00
Medium Density	\$1,296.00
High Density	\$1,296.00
Non-Residential (per acre)	
Commercial/Retail	\$50,834.00
Office	\$35,230.00
Industrial	\$25,781.00

Requirement 3: Beginning and ending balance in the fund

Table 11 summarizes the beginning and ending fund balances for the Infill Area, Arterials Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Traffic Fund, Fund 375.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 11 summarizes the fees collected and the interest earned for the Infill Area, Arterials Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 11: Infill Area, Arterials Fund Summary

Infill, Arterials	Total
Beginning Fund Balance (July 1, 2021)	\$810,326
Revenues	
Fees Collected	\$110,288
Interest/Investment Earnings ¹	(\$3,920)
Other Revenues	\$0
Total Revenues	\$106,368
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$916,695)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 12 shows the fund balance transfer to Fund 375 – Core Traffic where funds will be used for the improvements listed in the Core Fee Report.

Table 12: Infill Area, Arterials Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 313	(\$916,695)
Total			(\$916,695)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 314 - Infill Area, Public Buildings (*Fund Closed: Transferred to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities*)

Requirement 1: Brief description of the type of fee

This fee is collected from infill properties spread throughout the City to contribute to public building construction, including public safety improvements, that are needed to serve new development per the Infill Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 13 identifies the Infill Area, Public Buildings Fee for FY21-22.

Table 13: Infill Area, Public Buildings Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$3,335.81
Medium Density	\$2,490.48
High Density	\$2,480.21
Non-Residential (per 1,000 SF)	
Commercial/Retail	\$489.55
Office	\$815.25
Industrial	\$162.85

Requirement 3: Beginning and ending balance in the fund

Table 14 summarizes the beginning and ending fund balances for the Infill Area, Public Buildings Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Public Facilities Fund, Fund 371.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 14 summarizes the fees collected and the interest earned for the Infill Area, Public Buildings Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 14: Infill Area, Public Buildings Fund Summary

Infill, Bldg & Eqpt	Total
Beginning Fund Balance (July 1, 2021)	\$2,016,676
Revenues	
Fees Collected	\$51,096
Interest/Investment Earnings ¹	(\$9,757)
Other Revenues	\$0
Total Revenues	\$41,339
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$2,058,016)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Funds were transferred to Fund 371 – Core Public Facilities (Table 15).

Table 15: Infill Area, Public Buildings Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 371 – Core Public Facilities	Fund 371	Fund 314	(\$2,058,016)
Total			(\$2,058,016)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 315 - Infill Area, Program Management (*Fund Closed: Transferred to Fund 391 – Program Management*)

Requirement 1: Brief description of the type of fee

This fee is collected from infill properties to contribute to program management costs related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of five percent on the project costs. The five percent is then transferred to the program management fund. Table 16 identifies how the Infill Area, Program Management Fee is calculated.

Table 16: Infill Area, Program Management Fee

Land Use	Fee
Residential (per unit)	
Low Density	(Fee/1.4)*0.05
Medium Density	(Fee/1.4)*0.05
High Density	(Fee/1.4)*0.05
Non-Residential (per 1,000 SF)	
Commercial/Retail	(Fee/1.4)*0.05
Office	(Fee/1.4)*0.05
Industrial	(Fee/1.4)*0.05

Requirement 3: Beginning and ending balance in the fund

Table 17 summarizes the beginning and ending fund balances for the Infill Area, Public Buildings Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 17 summarizes the fees collected and the interest earned for the Infill Area, Public Buildings Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the Program Management Fund, Fund 391 with the adoption of the Core Fees DIF Study.

Table 17: Infill Area, Program Management Fund Summary

Infill, Prgrm Mgmt	Total
Beginning Fund Balance (July 1, 2021)	\$1,231
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	\$0
Other Revenues	\$0
Total Revenues	\$0
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$1,231)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 18 identifies the funds that were transferred to Fund 391 – Core Project Management.

Table 18: Infill Area, Program Management Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 391 – Core Project Management	Fund 391	Fund 315	(\$1,231)
Total			(\$1,231)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 316 – Infill Area, Downtown Improvements Parking

Requirement 1: Brief description of the type of fee

In conjunction with the adoption of Tracy Municipal Code chapter 6.20 regarding the Downtown Incentive Program, and TMC section 10.08.3470(d)(3), regarding off-street parking requirements within the Downtown Incentive Area, development impact fees were established to offset the City's costs in upgrading parking and streetscape improvements in the Downtown Incentive Area.

Requirement 2: Amount of fee

Table 19 identifies the Infill Area, Downtown Improvements Parking fee for FY21-22. To spur revitalization of the Downtown, the Downtown Improvements Parking Fee had been reduced to \$0 by Resolution 2015-168, adopted on October 6, 2015 and ending October 6, 2020 with a check-in point at 3 years. Resolution 2019-160 allowed a 5-year extension.

Table 19: Infill Area, Downtown Improvements Parking

Land Use	Fee
Residential (per unit)	
Low Density	\$0.00
Medium Density	\$0.00
High Density	\$0.00
Non-Residential (per Acre)	
Commercial/Retail	\$0.00
Office	\$0.00
Industrial	\$0.00

Requirement 3: Beginning and ending balance in the fund

Table 20 summarizes the beginning and ending fund balances for the Infill Area, Downtown Improvements Parking for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 20 summarizes the fees collected and the interest earned for the Infill Area, Downtown Improvements Parking Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 20: Infill Area, Downtown Improvements Parking Fund Summary

Infill, Parking	Total
Beginning Fund Balance (July 1, 2021)	\$90,859
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$2,408)
Other Revenues	\$0
Total Revenues	(\$2,408)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$88,451

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

The City intends to use the funds collected to complete a parking study and construct accessible parking in FY22-23 and FY24-25 as shown in Table 21.

Table 21: Infill Area, Downtown Improvements Parking CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Parking Study	TBD	\$30,000	FY23-24	100%
Accessible Parking	TBD	\$60,000	FY24-25	100%
Total		\$90,000		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Plan C

The following sections describe the fees imposed on new developments in the Plan C Program area, based on the Plan C Finance and Implementation Plan adopted by City Council on June 19, 2007 by Resolution 2007-133. The traffic fees were further updated on May 6, 2014 by Resolution 2014-070 and the Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158. The Plan C fees were eliminated following the adoption of the Core Fee Program on January 18, 2022.

Fund 321 – Plan C Area, Parks (*Fund Closed: Transferred to Fund 378 – Core Parks*)

Requirement 1: Brief description of the type of fee

The City standard for parks is one acre per 1,000 residents for Community Parks and three acres per 1,000 residents for Neighborhood parks. This fee is collected from Plan C Area to contribute to park construction needed to serve new development.

Requirement 2: Amount of fee

Table 22 identifies the Plan C Area, Parks Fee for FY21-22.

Table 22: Plan C Area, Parks Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$6,242.00
Medium Density	\$5,202.00
High Density	\$4,161.00

Requirement 3: Beginning and ending balance in the fund

Table 23 summarizes the beginning and ending fund balances for the Plan C Area, Parks Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Park Fund, Fund 378.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 23 summarizes the fees collected and the interest earned for the Plan C Area, Parks Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 23: Plan C Area, Parks Fund Summary

Plan C, Parks	Total
Beginning Fund Balance (July 1, 2021)	\$1,366,338
Revenues	
Fees Collected	\$6,019
Interest/Investment Earnings ¹	(\$6,611)
Other Revenues	\$0
Total Revenues	(\$592)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$1,365,746)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 24 shows the fund balance transfer to Fund 378 – Core Parks where funds will be used for the improvements listed in the Core Fee Report.

Table 24: Plan C Area, Parks Fund Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 378 – Core Parks	Fund 378	Fund 321	(\$1,365,746)
Total			(\$1,365,746)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 322 – Plan C Area, Storm Drain (*Fund Closed: Transferred to Fund 379 – Core Storm Drain*)

Requirement 1: Brief description of the type of fee

This fee is collected from Plan C Area to contribute to the construction of storm drain facilities as identified in the Plan C Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 25 and Table 26 identifies the Plan C Area, Storm Drain Fees for FY21-22.

Table 25: Plan C Area, Storm Drain Fee

Land Use	Byron Zone	Purple Zone	Yellow Zone	Orange Zone	Blue Zone	Pink Zone
Residential (per unit)						
Low Density	\$3,953.00	\$6,642.00	\$5,392.00	\$4,146.00	\$6,593.00	\$4,876.00
Medium Density	\$2,451.00	\$4,117.00	\$3,343.00	\$2,571.00	\$4,087.00	\$3,024.00
High Density	\$2,010.00	\$3,375.00	\$2,742.00	\$2,109.00	\$4,193.00	\$2,486.00
Non-Residential (per acre)						
Commercial/Retail	N/A	N/A	N/A	\$52,575.00	N/A	N/A

Table 26: Plan C Area, Storm Drain Fee (Additional Subdivision Fees)

Land Use	Westgate	Huntington Park	Lyon Crossroads	San Marco
Residential (per unit)				
Low Density	\$334.00	\$138.00	\$281.00	\$346.00
Medium Density	N/A	N/A	N/A	N/A
High Density	\$97.00	N/A	N/A	N/A

Requirement 3: Beginning and ending balance in the fund

Table 27 summarizes the beginning and ending fund balances for the Plan C Area, Storm Drain Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Storm Drain Fund, Fund 379.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 27 summarizes the fees collected and the interest earned for the Plan C Area, Storm Drain Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 27: Plan C Area, Storm Drain Fund Summary

Plan C, Strm Drn	Total
Beginning Fund Balance (July 1, 2021)	\$7,160,926
Revenues	
Fees Collected	\$130,060
Interest/Investment Earnings ¹	(\$34,603)
Other Revenues	\$0
Total Revenues	\$95,457
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$7,256,382)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 28 shows the fund balance transfer to Fund 379 – Core Storm Drain where funds will be used for the improvements listed in the Core Fee Report.

Table 28: Plan C Area, Storm Drain Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer from Fund 379 – Core Storm Drain to close out fund	Fund 379	Fund 322	(\$7,256,382)
Total			(\$7,256,382)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 323 – Plan C Area, Arterials (*Fund Closed: Transferred to Fund 375 – Core Traffic*)

Requirement 1: Brief description of the type of fee

This fee is collected from the Plan C Area to build the infrastructure needed to serve new development as identified in the Plan C Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 29 identifies the Plan C Area, Arterials Fee for FY21-22.

Table 29: Plan C Area, Arterials Fee

Land Use	Northwest	Southwest	Southeast
Residential (per unit)			
Low Density	\$9,717.00	\$4,413.00	\$6,615.00
Medium Density	\$4,626.00	\$2,103.00	\$3,150.00
High Density	\$4,626.00	\$2,103.00	\$3,150.00
Non-Residential (per acre)			
Commercial/Retail	N/A	\$68,894.00	N/A

Requirement 3: Beginning and ending balance in the fund

Table 30 summarizes the beginning and ending fund balances for the Plan C Area, Arterials Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Traffic Fund, Fund 375.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 30 summarizes the fees collected and the interest earned for the Plan C Area, Arterials Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 30: Plan C Area, Arterials Fee Fund Summary

Plan C, Arterials	Total
Beginning Fund Balance (July 1, 2021)	\$3,610,060
Revenues	
Fees Collected	\$168,476
Interest/Investment Earnings ¹	(\$17,408)
Other Revenues	\$0
Total Revenues	\$151,068
Expenses	
Project Expenses	(\$172)
Other Expenses	\$0
Total Expenses	(\$172)
Transfers	(\$3,760,957)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 31 identifies the Plan C Area, Arterials expenditures for FY21-22.

Table 31: Plan C Area, Arterials Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Fee Funded
AWid: CHR, 11th to Schulte	73103	(\$171)	100%
Total		(\$171)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Table 32 shows the fund balance transfer to Fund 375 – Core Traffic where funds will be used for the improvements listed in the Core Fee Report.

Table 32: Plan C Area, Arterials Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 323	(\$3,760,957)
Total			(\$3,760,957)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 324 – Plan C Area, General Facilities (*Fund Closed: Transferred to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities*)

Requirement 1: Brief description of the type of fee

This fee is collected from Plan C Area to contribute to public buildings and public safety facilities that are necessary to serve new development as identified in the Plan C Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 33 identifies the Plan C Area, General Facilities Fee for FY21-22.

Table 33: Plan C Area, General Facilities Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$5,661.81
Medium Density	\$5,649.48
High Density	\$2,589.21
Non-Residential (per acre)	
Commercial/Retail	\$10,903.55

Requirement 3: Beginning and ending balance in the fund

Table 34 summarizes the beginning and ending fund balances for the Plan C Area, General Facilities Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Public Facilities, Public Safety Fire, Public Safety Police, and Public Safety Communication Facilities; Funds 371, 372, 373, and 374 respectively.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 34 summarizes the fees collected and the interest earned for the Plan C Area, General Facilities Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 34: Plan C Area, General Facilities Fund Summary

Plan C, Gen Fac	Total
Beginning Fund Balance (July 1, 2021)	\$6,879,460
Revenues	
Fees Collected	\$31,114
Interest/Investment Earnings ¹	(\$33,275)
Other Revenues	\$0
Total Revenues	(\$2,161)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$6,877,299)
Ending Fund Balance (June 5, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Appropriate funds were transferred. Table 35 shows the fund balance transfer to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, and Fund 374 – Core Public Safety Comm Facilities where funds will be used for the improvements listed in the Core Fee Report.

Table 35: Plan C Area, General Facilities Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 371 – Core Public Facilities	Fund 371	Fund 324	(\$3,236,896)
Fund merged to Core fees, transfer to Fund 372 – Core Public Safety Fire	Fund 372	Fund 324	(\$654,651)
Fund merged to Core fees, transfer to Fund 373 – Core Public Safety Police	Fund 373	Fund 324	(\$2,916,575)
Fund merged to Core fees, transfer to Fund 374 – Core Public Safety Comm Facilities	Fund 374	Fund 324	(\$69,177)
Total			(\$6,877,299)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 325 – Plan C Area, Utilities (*Fund Closed: Transferred to Fund 376 – Core Wastewater*)

Requirement 1: Brief description of the type of fee

This fee is collected from Plan C Area to contribute to wastewater and water facilities that are needed to serve new development as identified in the Plan C Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 36 identifies the Plan C Area, Utilities Fees for FY21-22.

Table 36: Plan C Area, Utilities Fee

Land Use	Wastewater Fee	Sewer Corral Hollow Fee	Sewer East Side Fee	WWTP Expansion Fee	Water Fee*
Residential (per unit)					
Low Density	\$328.00	\$774.00	\$570.00	\$12,807.00	\$2,109.00
Medium Density	\$272.00	\$645.00	\$475.00	\$10,677.00	\$1,752.00
High Density	\$220.00	\$516.00	\$379.00	\$8,539.00	\$1,410.00
Non-Residential (per acre)					
Commercial/Retail	\$1,749.00	\$3,546.00	\$2,610.00	\$29,280.00	\$2,105.00

* Water Fee only applies to Edgewood Subdivision

Requirement 3: Beginning and ending balance in the fund

Table 37 summarizes the beginning and ending fund balances for the Plan C Area, Utilities Fee for FY21-22. It should be noted that the fund balance is zero due to the transfer of all funds to the new Core Fee Wastewater Fund, Fund 378. No transfers were made to the Core Fee Water Fund as the fees collected for water were all assumed to be spent.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 37 summarizes the fees collected and the interest earned for the Plan C Area, Utilities Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 37: Plan C Area, Utilities Fund Summary

Plan C, Utilities	Total
Beginning Fund Balance (July 1, 2021)	\$5,412,688
Revenues	
Fees Collected	\$96,766
Interest/Investment Earnings ¹	(\$28,038)
Other Revenues	\$0
Total Revenues	\$68,728
Expenses	
Project Expenses	(\$5,250,000)
Other Expenses	\$0
Total Expenses	(\$5,250,000)
Transfers	(\$231,417)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 38 identifies the Plan C Area, Utilities expenditures for FY21-22.

Table 38: Plan C Area, Utilities Fund Expenditure

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
CIP 74107 - WWTP Expan Phase II	Fund 523	(\$5,250,000)	17%
Total		(\$5,250,000)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to a new fund with the adoption of the Core Fees Development Impact Fee Study. Appropriate Funds were transferred to Fund 376 – Core Wastewater (Table 39). No transfers were made to the Core Fee Water Fund as the fees collected for water were spent.

Table 39: Plan C Area Utilities Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 376 – Core Wastewater	Fund 376	Fund 325	(\$231,417)
Total			(\$231,417)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Ellis

The following sections describe the fees imposed on new developments in the Ellis Specific Plan area, based on the Ellis Finance and Implementation Plan adopted by City Council on August 20, 2013 by Resolution 2013-136. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Fund 331 – Ellis Program Area, Traffic

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund the intersection and roadways that are necessary to mitigate the traffic impacts created by new development within the Ellis Program Area. To accommodate this increased growth and travel demand, new or expanded intersections and roadways will be constructed as outlined in the Ellis Finance and Implementation Plan. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Requirement 2: Amount of fee

Table 40 identifies the Ellis Program Area, Traffic and County Traffic fee for FY21-22.

Table 40: Ellis Program Area, Traffic and County Traffic Fee

Land Use	Traffic Fee	County Traffic Fee
Residential (per unit)		
Low Density	\$2,693.00	\$1,500.00
Medium Density	\$2,693.00	\$1,500.00
High Density	\$1,293.00	\$720.00
Non-Residential (per acre)		
Commercial/Retail	\$42,825.00	\$0.00
Storage	\$2,693.00	\$0.00

Requirement 3: Beginning and ending balance in the fund

Table 41 summarizes the beginning and ending fund balances for the Ellis Program Area, Traffic fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 41 summarizes the fees collected and the interest earned for the Ellis Program Area, Traffic fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 41: Ellis Program Area, Traffic Fund Summary

Ellis Area Traffic	Total
Beginning Fund Balance (July 1, 2021)	\$1,623,447
Revenues	
Fees Collected	\$279,140
Interest/Investment Earnings ¹	(\$47,401)
Other Revenues	\$0
Total Revenues	\$231,739
Expenses	
Project Expenses	(\$95,678)
Other Expenses	\$0
Total Expenses	(\$95,678)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$1,759,508

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 42 identifies the Ellis Program Area, Traffic expenditures for FY21-22.

Table 42: Ellis Program Area, Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Intersection - Corral Hollow & Linne	72104	(\$95,678)	32%
Total		(\$95,678)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements below in Table 43 are compiled from the Ellis FIP and the City's CIP Budget FY22-23 and are currently in construction or soon to be constructed by the developer in exchange for fee credits and reimbursements. The developer will work with the City to determine timing of improvements based upon construction progress and project need. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Table 43: Ellis Program Area, Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow/ Linne Rd - Signalize. Convert intersection to T with no EB Approach, widen WB approach to add 1 LT and 1 TR lane, widen NB approach to provide 2 Thru lanes and 1 RT lane, Widen SB approach to provide 1 LT and 2 Thru lanes.	72104	\$218,815	In Progress	32%	242 - Transp Sales Tax 363 - TIMP Traffic
Corral Hollow/Valpico Rd - Signalize & widen SB approach to provide 1 TL and 1 TR Lane	72095	\$419,462	In Progress	18%	375 - Core Traffic
Corral Hollow Road - 2 lanes to 4 lane arterial	73144	\$448,022	In Progress	2%	242 - Transp Sales Tax 245 - Gas Tax 363 - TIMP Traffic 392 - Reg Transport Impact
Corral Hollow Road - Rural to 4 lane Arterial	73161	\$851,677	In Progress	35%	301 - General Projects 363 - TIMP Traffic
Valpico Road - Rural to 4 lane Arterial	73190	\$153,468	FY22-23	2%	375 - Core Traffic
Grant Line Road - Widen to 6 lanes	73191	\$428,553	FY23-24	9%	375 - Core Traffic
Total		\$2,519,997			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 332 – Ellis Program Area, Storm Drainage

Requirement 1: Brief description of the type of fee

This fee is collected from development located within the Ellis Program Sub-basin to fund master plan drainage infrastructure needs and to pay for the use of excess capacity in existing downstream storm drainage facilities as outlined in the Ellis Finance and Implementation Plan and the Ellis Program Sub-Basin Reevaluation of Program Storm Drainage Infrastructure Memo prepared by Storm Water Consulting Inc. on August 4, 2015.

Requirement 2: Amount of fee

Table 44 identifies the Ellis Program Area, Storm Drainage Fee for FY21-22.

Table 44: Ellis Program Area, Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$1,797.00
Medium Density	\$981.00
High Density	\$2,229.00
Non-Residential (per acre)	
Commercial/Retail	\$23,836.00
Storage	\$6,691.00

Requirement 3: Beginning and ending balance in the fund

Table 45 summarizes the beginning and ending fund balances for the Ellis Program Area, Storm Drainage for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 45 summarizes the fees collected and the interest earned for the Ellis Program Area, Storm Drainage Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 45: Ellis Program Area, Storm Drainage Fund Summary

Ellis Area Drainage	Total
Beginning Fund Balance (July 1, 2021)	\$1,385,107
Revenues	
Fees Collected	\$1,165,775
Interest/Investment Earnings ¹	(\$64,218)
Other Revenues	\$0
Total Revenues	\$1,101,557
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,486,664

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements below in Table 46 is identified in the Ellis FIP and the developer will work with the City to determine timing of improvements based upon construction progress and project need. The City intends to purchase the land for Basin 3A in FY 22-23. The developer is expected to construct the listed improvements soon for fee credits and reimbursements.

Table 46: Ellis Program Area, Storm Drainage CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Detention Basin 3A (36 AF plus 36 AF add'l excavation)	76PP-XXX	\$972,000	FY22-23	100%
2,800 LF of 12" SD (100 LF of Bore & Jack)	Developer Build	\$351,000	Completed, Reimbursement Pending	100%
2,640 LF of 60" SD	76PP-XXX	\$1,960,200	FY22-23	100%
660 LF of 66" SD (Valpico Road)	76PP-XXX	\$579,150	FY22-23	100%
2,100 LF of 66" SD (to DET 3A)	76PP-XXX	\$1,842,750	FY22-23	100%
Total		\$5,705,100		

* Note: 76PP-XXX designates a project that still needs a CIP number assigned

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 333 – Ellis Program Area, Parks and Recreation

Requirement 1: Brief description of the type of fee

The purpose of the Parks and Recreation Fee is to fund the park and recreation needs generated by growth in the Ellis Program Area. Each new resident creates a demand for additional park and recreation facilities such as neighborhood parks and community parks. The City's adopted standard is to provide three acres of Neighborhood Park and one acre of Community Park for each 1,000 new residents. In order to accommodate these needs, new facilities will be built and/or existing facilities will be expanded. The developer receives park credits for the construction of parks.

Requirement 2: Amount of fee

Table 47 identifies the Ellis Program Area, Parks and Recreation fee for FY21-22.

Table 47: Ellis Program Area, Parks and Recreation Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$8,128.00
Medium Density	\$6,651.00
High Density	\$5,419.00

Requirement 3: Beginning and ending balance in the fund

Table 48 summarizes the beginning and ending fund balances for the Ellis Program Area, Parks and Recreation fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 48 summarizes the fees collected and the interest earned for the Ellis Program Area, Parks and Recreation fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 48: Ellis Program Area, Parks and Recreation Fund Summary

Ellis Area Parks	Total
Beginning Fund Balance (July 1, 2021)	\$1,320,803
Revenues	
Fees Collected	\$1,513,589
Interest/Investment Earnings ¹	(\$70,743)
Other Revenues	\$0
Total Revenues	\$1,442,846
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,763,649

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is to build and receive credits for neighborhood parks. The developer has built or will build neighborhood parks in the future and seek reimbursements for the parks. The following projects in Table 49 were identified in the Ellis FIP and are at various stages of design and construction.

Table 49: Ellis Program Area, Parks and Recreation CIP Project

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Neighborhood Parks	Developer Build	\$11,729,450	In Progress	100%
Community Park - Aquatic Center	78054	\$3,372,011	In Progress	5%
Total		\$15,101,461		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 334 – Ellis Program Area, Public Buildings

Requirement 1: Brief description of the type of fee

The purpose of the Public Building Fee is to fund the City Hall & Public Works facility, community center, library, and public safety facilities generated by the new development within the Ellis Program Area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. The facilities are identified in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 50 identifies the Ellis Program Area, Public Buildings fee for FY21-22.

Table 50: Ellis Program Area, Public Buildings Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$3,479.00
Medium Density	\$2,846.00
High Density	\$2,319.00
Non-Residential (per acre)	
Commercial/Retail	\$2,369.00
Storage	\$2,369.00

Note: Ellis met their Communication Tower and Equipment fee obligation by paying \$155,141.50 at the first final map, as such, fees do not include the Communication Tower and Equipment fee.

Requirement 3: Beginning and ending balance in the fund

Table 51 summarizes the beginning and ending fund balances for the Ellis Program Area, Public Buildings fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 51 summarizes the fees collected and the interest earned for the Ellis Program Area, Public Buildings fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 51: Ellis Program Area, Public Buildings Fund Summary

Ellis Area Public Bldgs	Total
Beginning Fund Balance (July 1, 2021)	\$1,796,267
Revenues	
Fees Collected	\$875,590
Interest/Investment Earnings ¹	(\$68,260)
Other Revenues	\$0
Total Revenues	\$807,330
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,603,597

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 52 shows the current prioritization of funds which includes a multi-generational recreation facility which will include a police substation. The multi-generational recreation facility is currently under design.

Table 52: Ellis Program Area, Public Buildings CIP Projects

Project	CIP #	Project Cost	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Multi-Generational Rec Center	78178	\$1,206,812	In Progress	3%	307 - Measure V Grant Funding Developer Contribution
Public Safety Facilities - Multigenerational Center (PD Substation)	TBD	\$1,753,220	2023	5%	307 - Measure V 366 - TIMP Public Facilities
Total		\$2,960,032			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 335 – Ellis Program Area, Water

Requirement 1: Brief description of the type of fee

The purpose of the Water Fee is to fund the water conveyance, water supply, and water treatment facilities that are necessary to provide water to the future new development in the Ellis Program Area. In order to accommodate this increased demand, new facilities must be built and/or existing facilities expanded as shown in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 53 identifies the Ellis Program Area, Water Fee for FY21-22.

Table 53: Ellis Program Area, Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$7,058.00
Medium Density	\$6,070.00
High Density	\$4,094.00
Non-Residential (per acre)	
Commercial/Retail	\$39,736.00
Storage	\$39,736.00

Requirement 3: Beginning and ending balance in the fund

Table 54 summarizes the beginning and ending fund balances for the Ellis Program Area, Water Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 54 summarizes the fees collected and the interest earned for the Ellis Program Area, Water Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. The fees collected are shown as negative due to a developer reimbursement for fees previously paid and for which they were later eligible to receive credits. The fund balance includes interest collected from prior funds before reimbursements were made. These funds will be reallocated to the other Ellis funds.

Table 54: Ellis Program Area, Water Fund Summary

Ellis Area Water	Total
Beginning Fund Balance (July 1, 2021)	\$318,301
Revenues	
Fees Collected	(\$292,655)
Interest/Investment Earnings ¹	(\$1,596)
Other Revenues	\$0
Total Revenues	(\$294,251)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022) ²	\$24,050

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

² Fund Balance includes interest collected from prior funds before reimbursements were made. The City will be reallocating these funds.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is building and dedicating improvements in exchange for fee credits, thus, this fund is not anticipated to fund any projects in the near future. Developer will work with the City to determine timing of improvements based upon construction progress and project need.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

A refund of \$292,655 was completed during FY21-22 to reverse the fees collected in FY20-21 for lots 1-7, 11-43, and 250-252 . The lots received fee credits instead.

Fund 336 – Ellis Program Area, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to provide recycled water to the future new development in the Ellis Program Area. To accommodate this increased demand, new facilities must be built and/or existing facilities expanded.

Requirement 2: Amount of fee

Table 55 identifies the Ellis Program Area, Recycled Water Fee for FY21-22.

Table 55: Ellis Program Area, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$2,654.00
Medium Density	\$2,282.00
High Density	\$1,539.00
Non-Residential (per acre)	
Commercial/Retail	\$14,942.00
Storage	\$14,942.00

Requirement 3: Beginning and ending balance in the fund

Table 56 summarizes the beginning and ending fund balances for the Ellis Program Area, Recycled Water fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 56 summarizes the fees collected and the interest earned for the Ellis Program Area, Recycled Water fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. The Fees collected are shown as negative due to a developer reimbursement for fees previously paid and for which they were later eligible to receive credits.

Table 56: Ellis Program Area, Recycled Water Fund Summary

Ellis Area Recycled Water	Total
Beginning Fund Balance (July 1, 2021)	\$146,883
Revenues	
Fees Collected	(\$110,046)
Interest/Investment Earnings ¹	(\$1,320)
Other Revenues	\$0
Total Revenues	(\$111,366)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$35,517

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Ellis funds a fair share of the improvements identified in the Recycled Water Master Plan. Ellis has built infrastructure and received fee credits and reimbursements. Table 57 identifies the current prioritization of funds.

Table 57: Ellis Program Area, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Citywide Recycled Water Contribution	TBD	\$5,617,291	2025	4%	368 - TIMP Recycled Water
Total		\$5,617,291			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 337 – Ellis Program Area, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater System Fee is to fund the wastewater facilities and improvements that are needed to serve new development within the Ellis Program Area. In order to accommodate the increase wastewater generated by new development, new facilities will be built and/or existing facilities will be expanded as outlined in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 58 identifies the Ellis Program Area, Wastewater Fee for FY21-22.

Table 58: Ellis Program Area, Wastewater Fee

Land Use	Fee
Residential (per unit)	
Low Density	\$8,337.00
Medium Density	\$6,753.00
High Density	\$5,586.00
Non-Residential (per acre)	
Commercial/Retail	\$43,352.00
Storage	\$3,168.00

Requirement 3: Beginning and ending balance in the fund

Table 59 summarizes the beginning and ending fund balances for the Ellis Program Area, Wastewater Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 59 summarizes the fees collected and the interest earned for the Ellis Program Area, Wastewater Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 59: Ellis Program Area, Wastewater Fund Summary

Ellis Area Wastewater	Total
Beginning Fund Balance (July 1, 2021)	\$3,577,194
Revenues	
Fees Collected	\$2,098,244
Interest/Investment Earnings ¹	(\$79,763)
Other Revenues	\$0
Total Revenues	\$2,018,481
Expenses	
Project Expenses	(\$2,900,000)
Other Expenses	\$0
Total Expenses	(\$2,900,000)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,695,675

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 60 identifies the expenditures for the Ellis Program Area, Wastewater Fee for FY21-22.

Table 60: Ellis Program Area, Wastewater Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
CIP 74107 - WWTP Expan Phase II	74107	(\$2,900,000)	9%
Total		(\$2,900,000)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 61 identifies the Ellis Program Area, Wastewater CIP projects identified in the Ellis FIP and FY22-23 CIP budget updated with remaining project costs. Fees will continue to be collected for contribution to the WWTP expansion future phases.

Table 61: Ellis Program Area, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	\$400,000	2027+	87%	364 - TIMP Wastewater
Tracy WWTP Expansion Future Phase 2C	74PP-XXX	\$9,043,404	In Progress	26%	523 - Wastewater Capital 364 - TIMP Wastewater 376 - Core Wastewater
Corral Hollow Sewer System Improvement	74PP-XXX	\$2,786,118	TBD	TBD	364 - TIMP Wastewater
Total		\$12,229,522			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 350 - Northeast Industrial Area, Storm Drain

Requirement 1: Brief description of the type of fee

This fee is collected from Northeast Industrial Area and Eastside Industrial Area, to contribute to the construction of Storm Drain facilities as identified in Storm Drainage Impact Fee Study for the expanded Northeast Industrial Area and Eastside Industrial Area adopted on October 2, 2018 by Resolution 2018-204.

Requirement 2: Amount of fee

Table 62 identifies the Northeast Industrial Area, Storm Drain Fee for FY21-22

Table 62: Northeast Industrial Area, Storm Drain Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$3,334.00
Low Density	\$2,304.00
Medium Density	\$1,423.00
High Density	\$1,310.00
Non-Residential (per acre)	
Commercial/Retail	\$39,045.00
Office	\$39,045.00
Industrial	\$39,045.00

Requirement 3: Beginning and ending balance in the fund

Table 63 summarizes the beginning and ending fund balances for the Northeast Industrial Area, Storm Drain Fee for FY21-22,

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 63 summarizes the fees collected and the interest earned for the Northeast Industrial Area, Storm Drain Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 63: Northeast Industrial Area, Storm Drain Fund Summary

NEI Storm Drain	Total
Beginning Fund Balance (July 1, 2021)	\$2,639,208
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$69,920)
Other Revenues	\$0
Total Revenues	(\$69,920)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,569,288

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements in Table 64 are identified in the updated expanded Northeast Industrial Area and Eastside Industrial Area Storm Drainage Fees adopted on October 2, 2018 through Resolution No. 2018-204. The City has purchased land for DET NEI and developers are constructing the improvements, including the pump station and force main, and will receive fee credits/reimbursement for their costs. Reimbursements are still being calculated and will be funded through this fee program. DET 16 is the next anticipated project that will be developer built and funded through this fee program.

Table 64: Northeast Industrial Area, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
DET NEI (128 AF, plus 22 AF add'l excavation) - Reimbursement Remaining	Developer Build	\$377,826	Completed, Awaiting Reimbursement	100%
DET 16 (38 AF, plus 10 AF add'l excavation)	76PP-XXX	\$1,036,800	2024	100%
DET 16 Pump Station (1.0 cfs capacity)	76PP-XXX	\$472,500	2024	100%
10" SDFM (Outfall DET 16 to DET NEI)	76PP-XXX	\$337,500	2024	100%
Land Acquisition - DET 16 12 AC	76PP-XXX	\$1,800,000	2024	100%
Total		\$4,024,626		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 351 - Northeast Industrial Area, Ph 1, Arterials, Water, Wastewater, Public Buildings (*Fund Closed: Transferred to Fund 371 – Core Public Facilities, Fund 375 – Core Traffic, Fund 376 – Core Wastewater, Fund 377 – Core Water*)

Requirement 1: Brief description of the type of fee

The fees in this fund are collected from Northeast Industrial Area, Ph 1, to contribute to the construction of Arterials, Water, Wastewater, and Public Buildings identified in the Northeast Industrial Area – Phase 1 Finance and Implementation Plan adopted by City Council on April 15, 2008 by Resolution 2008-065. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158. The NEI Ph 1 fees were eliminated following the adoption of the Core Fee Program on January 18, 2022.

Requirement 2: Amount of fee

Table 65 identifies the Northeast Industrial Area, Ph 1, Fees for FY21-22

Table 65: Northeast Industrial Area, Ph 1 Fee

Land Use	Public Buildings Fee	Roadways Fee	Wastewater Fee	Water Fee
Non-Residential (per acre)				
Light Industrial	\$3,708.19	\$67,475.00	\$38,450.00	\$5,228.00

Requirement 3: Beginning and ending balance in the fund

Table 66 summarizes the beginning and ending fund balances for the Northeast Industrial Area, Ph 1, Fee for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 66 summarizes the fees collected and the interest earned for the Northeast Industrial Area, Ph 1, for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 66: Northeast Industrial Area, Ph 1, Fund Summary

NEI, Ph 1	Total
Beginning Fund Balance (July 1, 2021)	\$11,602,173
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$56,137)
Other Revenues	\$0
Total Revenues	(\$56,137)
Expenses	
Project Expenses	\$0
Other Expenses	(\$648)
Total Expenses	(\$648)
Transfers	(\$11,545,388)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No public improvement expenditures were made from this fund in FY21-22. Other expenses consisted of construction material costs.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to new funds with the adoption of the Core Fees Development Impact Fee Study. Table 67 shows the funds that were transferred out of Fund 351 to respective Core Funds.

Table 67: Northeast Industrial Area, Ph 1, Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Close Fund, Transferred for Core Reconciliation	Fund 375 / Fund 357 / Fund 376 / Fund 391	Fund 351	(\$11,545,388)
Total			(\$11,545,388)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 352 - South MacArthur Plan Area, Arterials, Storm Drain, Parks, Water, Wastewater, Public Buildings (*Fund Closed: Transferred to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities, Fund 375 – Core Traffic, Fund 377 – Core Water, Fund 376 – Core Wastewater, Fund 378 – Core Parks, Fund 362 – TIMP Storm Drain*)

Requirement 1: Brief description of the type of fee

The fees collected in this fund from the South MacArthur Plan Area are used to fund the construction of Arterials, Storm Drain, Water, Wastewater, and Public Buildings as identified in the South MacArthur Finance and Implementation Plan adopted on September 20, 2005 by Resolution 2005-253. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 68 identifies the South MacArthur Plan Area Fee for FY21-22.

Table 68: South MacArthur Plan Area Fee

Fee	Yosemite Vista Low Density (per unit)	Elissagary Estates Low Density (per unit)
Public Buildings	\$3,322.00	\$3,322.00
Streets & Traffic	\$8,611.00	\$8,611.00
Wastewater	\$11,385.00	\$7,490.00
Water	\$4,646.00	\$4,646.00
Storm Drain	\$3,855.00	\$3,855.00
Parks	\$5,636.00	\$5,636.00
Total	\$37,455.00	\$33,560.00

Requirement 3: Beginning and ending balance in the fund

Table 69 summarizes the beginning and ending fund balances for the South MacArthur Plan Area Fee for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 69 summarizes the fees collected and the interest earned for the South MacArthur Plan Area fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 69: South MacArthur Plan Area Fund Summary

S MacArthur Area	Total
Beginning Fund Balance (July 1, 2021)	\$11,788,637
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$57,036)
Other Revenues	\$0
Total Revenues	(\$57,036)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$11,731,601)
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this fund in FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to new funds with the adoption of the Core Fees Development Impact Fee Study. Table 70 identifies the appropriate funds that were transferred to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities, Fund 375 – Core Traffic, Fund 377 – Core Water, Fund 376 – Core Wastewater, Fund 378 – Core Parks, and Fund 362 – TIMP, Storm Drain. Based on the Core Fees Report, SMPA storm drainage fund balance of \$9,819,236 was transferred to the existing Master Plan's Storm Drainage Fund 362 less the \$42,565 that was removed for the cash fair market value offset.

Table 70: South MacArthur Plan Area Transfers

Description of Transfer	Transfer To	Transfer From	Amount
TIMP, Strm Drn	Fund 362	Fund 352	(\$9,776,671)
Fund merged to Core fees, transfer to Fund 371 – Core Public Facilities	Fund 371	Fund 352	(\$79,336)
Fund merged to Core fees, transfer to Fund 372 – Core Public Safety Fire	Fund 372	Fund 352	(\$15,985)
Fund merged to Core fees, transfer to Fund 373 – Core Public Safety Police	Fund 373	Fund 352	(\$71,516)
Fund merged to Core fees, transfer to Fund 374 – Core Public Safety Comm Facilities	Fund 374	Fund 352	(\$1,689)
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 352	(\$1,243,903)
Fund merged to Core fees, transfer to Fund 376 – Core Wastewater	Fund 376	Fund 352	(\$238,494)
Fund merged to Core fees, transfer to Fund 377 – Core Water	Fund 377	Fund 352	(\$144,306)
Fund merged to Core fees, transfer to Fund 378 – Core Park	Fund 378	Fund 352	(\$159,700)
Total			(\$11,731,601)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 353 – I-205 Corridor Area, Arterials, Storm Drain, Parks, Public Buildings, Water, Sewer Treatment, Program Management (*Fund Closed: Transferred to Fund 375 – Core Traffic, Fund 379 – Core Storm Drain, Fund 378 – Core Parks, Fund 371 – Core Public Facilities, Fund 377 – Core Water, Fund 376 – Core Wastewater*)

Requirement 1: Brief description of the type of fee

These fees are collected from I-205 Corridor Area to contribute to the construction of Arterials, Storm Drain, Public Building, Water, and Wastewater facilities in accordance with the I-205 Cost Allocation Spreadsheet #47 adopted on June 19, 2007 by Resolution 2007-136. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 71 on the following page shows the I-205 Corridor Area Fees for FY21-22 by parcel.

Table 71: I-205 Corridor Area Fee

Land Use	PCL GL-2B (7)	PCL GL-6	PCL GL-8	PCL GL-15 1(A)	PCL GL15- 1(B)	PCL GL-16	PCL GL-24c	PCL M1	PCL M2
	(SC)	(GC)	(FC)	(GC)	(GC)	(SC)	(GC)	(LI)	(LI)
Cost Allocations									
Road Circulation	\$889,337	\$68,349	\$226,508	\$136,699	\$182,265	\$254,905	\$2,415,008	\$0	\$0
Freeway Interchange	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Signals	\$46,764	\$3,594	\$11,910	\$7,188	\$9,584	\$13,404	\$126,987	\$0	\$0
Intersection Mitigation	\$80,876	\$6,216	\$20,598	\$12,431	\$16,575	\$23,181	\$219,619	\$0	\$0
Sub-Total Road Costs	\$1,016,976	\$78,159	\$259,017	\$156,318	\$208,424	\$291,490	\$2,761,615	\$0	\$0
Sanitary Sewer Treatment	\$184,868	\$10,125	\$66,181	\$20,250	\$26,999	\$52,988	\$357,743	\$151,113	\$419,976
Sanitary Sewer Collection	\$37,261	\$2,041	\$13,339	\$4,081	\$5,442	\$10,680	\$72,104	\$0	\$0
Water Distribution (on-site)	\$26,813	\$1,518	\$8,421	\$3,037	\$4,049	\$7,685	\$53,653	\$0	\$0
Water Distribution (off-site)	\$237,559	\$13,454	\$74,607	\$26,908	\$35,877	\$68,090	\$475,367	\$186,111	\$517,243
Water Supply (9)	-\$134,513	-\$7,618	-\$42,245	-\$15,236	-\$20,315	-\$38,555	-\$269,167	-\$105,381	-\$292,878
Water Treatment / Storage	\$273,603	\$15,495	\$85,927	\$30,990	\$41,320	\$78,421	\$547,493	\$214,349	\$595,722
Storm Drains	\$5,456	\$347	\$811	\$695	\$927	\$1,564	\$12,278	\$0	\$0
Irrigation (NBID)	\$43,426	\$2,766	\$6,454	\$5,532	\$7,376	\$12,447	\$97,731	\$0	\$0
Entries & Gateways (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I-205 Mini Parks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Downtown Assistance	\$6,314	\$402	\$938	\$804	\$1,072	\$1,810	\$14,209	\$5,161	\$14,343
Park & Ride	\$9,445	\$602	\$1,404	\$1,203	\$1,604	\$2,707	\$21,257	\$0	\$0
Air Quality	\$538	\$34	\$80	\$69	\$91	\$154	\$1,210	\$440	\$1,222
Swainson Hawk	\$18,442	\$1,175	\$2,741	\$2,349	\$3,132	\$5,286	\$41,504	\$15,075	\$41,896
Fire / Public Works Capital	\$102,856	\$6,551	\$15,286	\$13,103	\$17,470	\$29,481	\$231,481	\$84,075	\$233,664
Agricultural Conversion Fee	\$1,758	\$112	\$261	\$224	\$299	\$504	\$3,957	\$1,437	\$3,994
Park Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park Land Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Park Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Master Landscape Plan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Master Landscape Plan Credit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Buildings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSP Storm Drain Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I-205 Entry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AD 84-1 Sewer Collection Fee (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AD 87-3 Water Distribution Fee (2)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Communication Tower (10)	\$2,530	\$161	\$376	\$322	\$430	\$725	\$5,693	\$1,149	\$0
TOTAL DISTRICT DIRECT COSTS	\$1,833,330	\$125,324	\$493,598	\$250,649	\$334,198	\$525,477	\$4,428,128	\$553,527	\$1,535,182
Contingency (15%) *	\$278,608	\$18,726	\$76,627	\$37,453	\$49,937	\$79,856	\$661,665	\$95,347	\$264,991
Design & Construction Fees (15%) *	\$278,608	\$18,726	\$76,627	\$37,453	\$49,937	\$79,856	\$661,665	\$95,347	\$264,991
TOTAL CONST., DESIGN & CONTING **	\$2,390,545	\$162,777	\$646,852	\$325,554	\$434,072	\$685,188	\$5,751,459	\$744,222	\$2,065,164
Credit from CFD 91-1 Overlap (3)	-\$30,359	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Soundwall - Corral Hollow Rd @ Greenleaf	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Program Management	\$78,045	\$4,971	\$11,599	\$9,942	\$13,256	\$22,370	\$175,643	\$63,795	\$177,300
Credit for Land Dedication for well (8)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL NET COST	\$2,438,231	\$167,748	\$658,451	\$335,496	\$447,328	\$707,558	\$5,927,101	\$808,016	\$2,242,463
TOTAL COST/NET ACRE	\$258,836	\$279,580	\$470,322	\$279,580	\$279,580	\$262,058	\$279,580	\$104,937	\$104,788
TOTAL COST/SQ. FT. OF LAND	\$5.94	\$6.42	\$10.80	\$6.42	\$6.42	\$6.02	\$6.42	\$2.41	\$2.41

* Fee on construction items only (1,3,5A-6B,6D,7,8,10,12,15A).

** Includes no District formation or Bond financing costs.

(1) Item 9 funds transferred to water treatment / storage per City Council direction.

(2) AD 84-1 & 87-3 are for sewer collection fees and water distribution fees and does not include wastewater or water treatment cost participation.

(3) Credit from CFD 91-1 overlap.

(4) GL-5B is the remnant of GL-5, GL-11, and Old Naglee Road

(5) GL-27 is the remnant from the following parcels: GL-5, GL-6, GL-7, GL-9, GL-10 & GL-11.

(6) M-1 & M-2 Net Area was calculated to be approximately 55 percent of gross area due to parcels within flood plain.

(7) GL-2b has a finance plan that is subject to update with the latest spreadsheet. Parcel E (3.64 acres) has pulled a permit and was removed from the spread.

(8) \$146,780 will be paid to the redevelopment agency for the cost of the land that was used for the well near the corner of Grant Line and Naglee Road (part of GL-27)

(9) These numbers are negative due to a change between spreadsheet #42 and #43 where project funds from CIP 7514 in Water Supply were shifted to CIP 7533 under Water Distribution off-site and 7532 under Water Treatment/Storage. Remaining parcels therefore are receiving a 'credit' for excess money in water supply but are paying more towards Water Distribution off-site and Water Treatment/Storage.

(10) Communication tower based on building SF. Costs shown here are costs assumed per acre based on estimated FAR. Fee is \$20.55 per 1000 sf of building for commercial/retail, \$34.25 for office, and \$6.85 per 1000 sf of light industrial sf of building

Requirement 3: Beginning and ending balance in the fund

Table 72 summarizes the beginning and ending fund balances for the I-205 Corridor Area Fee for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 72 summarizes the fees collected and the interest earned for the I-205 Corridor Area fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 72: I-205 Corridor Area Fund Summary

I-205 Corridor	Total
Beginning Fund Balance (July 1, 2021)	\$11,555,577
Revenues	
Fees Collected	\$972,576
Interest/Investment Earnings ¹	(\$61,501)
Other Revenues	\$0
Total Revenues	\$911,075
Expenses	
Project Expenses	(\$3,051,287)
Other Expenses	\$0
Total Expenses	(\$3,051,287)
Transfers	(\$9,415,365)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 73 identifies the I-205 Corridor Area expenditures for FY21-22.

Table 73: I-205 Corridor Area Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Awid: CHR, Byron to GLR	73102	(\$1,287)	100%
CIP 74107 - WWTP Expan Phase II	74107	(\$3,050,000)	10%
Total		(\$3,051,287)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to new funds with the adoption of the Core Fees Development Impact Fee Study. Table 74 shows the fund transfers to Fund 378 – Core Parks, Fund 375 – Core Traffic, Fund 376 – Core Wastewater, and Fund 377 – Core Water.

Table 74: I-205 Corridor Area Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer to Fund 378 - Core, Park for Nature Park (CIP 78186)	Fund 378	Fund 353	(\$384,800)
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 353	(\$7,420,423)
Fund merged to Core fees, transfer to Fund 376 – Core Wastewater	Fund 376	Fund 353	(\$909,678)
Fund merged to Core fees, transfer to Fund 377 – Core Water	Fund 377	Fund 353	(\$700,463)
Total			(\$9,415,365)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 354 - Industrial Specific Plan South Area, Arterials, Storm Drain, Parks, Public Buildings, Water, Wastewater (*Fund Closed: Transferred to Fund 375 – Core Traffic, Fund 379 – Core Storm Drain, Fund 378 – Core Parks, Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities, Fund 377 – Core Water, Fund 376 – Core Wastewater*)

Requirement 1: Brief description of the type of fee

This fee is collected from Industrial Specific Plan South Area to contribute to the construction of Arterials, Storm Drain, Parks, Public Buildings, Water, Wastewater facilities per the Industrial Specific Plan South Finance and Implementation Plan adopted on March 17, 2009, by Resolution 2009-048. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 75 identifies the Industrial Specific Plan South Area Fees for FY21-22.

Table 75: Industrial Specific Plan South Area Fee

Fee	SFDU	MFDU 2-4	MFDU 5+	Industrial	Office	Retail
	per unit	per unit	per unit	per acre	per acre	per acre
Roadways	\$6,645.00	\$3,189.00	\$3,189.00	\$74,620.00	\$86,714.00	\$125,120.00
Water	\$4,613.00	\$3,829.00	\$3,091.00	\$8,448.00	\$8,448.00	\$8,448.00
Wastewater-WWTP Fee	\$1,943.00	\$1,620.00	\$1,295.00	\$10,356.00	\$8,938.00	\$8,938.00
WW-Sewer Collection Conveyance	\$3,237.00	\$2,676.00	\$2,158.00	\$1,995.00	\$1,995.00	\$1,995.00
WW-Cheng Diversion Reimbursement	\$208.00	\$173.00	\$139.00	\$1,108.00	\$970.00	\$970.00
Storm Drainage- Zone 1/Upgrade	\$3,654.00	\$2,265.00	\$1,847.00	\$46,037.00	\$46,037.00	\$46,037.00
Storm Drainage- Zone 1/Westside Outfall	\$449.00	\$220.00	\$227.00	\$5,662.00	\$5,662.00	\$5,662.00
Storm Drainage- Zone 2/Upgrade	\$1,311.00	\$642.00	\$526.00	\$16,519.00	\$16,519.00	\$16,519.00
Storm Drainage- Zone 2/Westside Outfall	\$449.00	\$220.00	\$227.00	\$5,662.00	\$5,662.00	\$5,662.00
Parks & Recreation	\$7,309.00	\$6,091.00	\$4,872.00	\$0.00	\$0.00	\$0.00
Public Buildings & Services	\$2,779.81	\$2,315.48	\$1,853.21	\$4,318.19	\$18,371.37	\$17,968.55

Requirement 3: Beginning and ending balance in the fund

Table 76 summarizes the beginning and ending fund balances for the Industrial Specific Plan South Area Fee for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 76 summarizes the fees collected and the interest earned for the Industrial Specific Plan South Area fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 76: Industrial Specific Plan South Area Fund Summary

ISP, South	Total
Beginning Fund Balance (July 1, 2021)	\$2,089,623
Revenues	
Fees Collected	\$364,798
Interest/Investment Earnings ¹	(\$10,192)
Other Revenues	\$0
Total Revenues	\$354,606
Expenses	
Project Expenses	(\$2,237,489)
Other Expenses	\$0
Total Expenses	(\$2,237,489)
Transfers	(\$206,741)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 77 identifies the Industrial Specific Plan South Area fund expenditures for FY21-22.

Table 77: Industrial Specific Plan South Area Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
TS: CHR & Valpico	72095	(\$24,313)	100%
Arterial CIP IF Reimbursement	79911	(\$2,012,573)	N/A
Detention Basin 2B-Blue Zone	76066	(\$423)	77%
New WW Lines - Eastside Sewer	74119	(\$180)	42%
CIP 74107 - WWTP Expan Phase II	74107	(\$200,000)	1%
Total		(\$2,237,489)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to new funds with the adoption of the Core Fees Development Impact Fee Study (Table 78). Funds were transferred between Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities, Fund 375 – Core Traffic, Fund 376 – Core Wastewater, Fund 377 – Core Water, Fund 378 – Core Parks, and Fund 379 – Core Storm Drain as appropriate based on fees revenue and expenditures within each of the fee areas.

Table 78: Industrial Specific Plan South Area Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 371 – Core Public Facilities	Fund 371	Fund 354	(\$276,145)
Fund merged to Core fees, transfer to Fund 372 – Core Public Safety Fire	Fund 372	Fund 354	(\$55,638)
Fund merged to Core fees, transfer to Fund 373 – Core Public Safety Police	Fund 373	Fund 354	(\$248,923)
Fund merged to Core fees, transfer to Fund 374 – Core Public Safety Comm Facilities	Fund 374	Fund 354	(\$5,921)
Fund merged to Core fees, transfer from Fund 375 – Core Traffic	Fund 354	Fund 375	\$180,371
Fund merged to Core fees, transfer to Fund 376 – Core Wastewater	Fund 376	Fund 354	(\$376,991)
Fund merged to Core fees, transfer to Fund 377 – Core Water	Fund 377	Fund 354	(\$301,747)
Fund merged to Core fees, transfer from Fund 378 – Core Park	Fund 354	Fund 378	\$165,658
Fund merged to Core fees, transfer from Fund 379 – Core Drainage	Fund 354	Fund 379	\$712,596
Total			(\$206,741)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 355 - Presidio Area, Arterials, Arterials – Regional Fee, Storm Drain, Public Building, Water, Wastewater (*Fund Closed: Transferred to Fund 375 – Core Traffic, Fund 379 – Core Storm Drain, Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety Police, Fund 374 – Core Public Safety Comm Facilities, Fund 377 – Core Water, Fund 376 – Core Wastewater*)

Requirement 1: Brief description of the type of fee

This fee is collected from Presidio Area to contribute to the construction of Arterials, Arterials – Regional Fee, Storm Drain, Public Building, Water, and Wastewater facilities. Presidio Area - Water and Arterial Fees updated October 2, 2001 by Resolution 2001-351. Storm Drain and Traffic fees were adopted by resolution 2000-265. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 79 and Table 80 identify the Presidio Area Fees for FY21-22.

Table 79: Presidio Area Fee

Fee	SFDU per unit
Presidio Area, Arterials	\$6,736.00
Presidio Area, Arterials-Regional Fee	\$1,500.00
Presidio Area, Strm Drn	See next table
Presidio Area, Pub Bldgs	\$1,620.00
Presidio Area, Water	\$555.75
Presidio Area, Wastewater	\$1,105.00

Table 80: Presidio Area Fee, Storm Drain Fee

Storm Drain Fee	Pink Zone per unit	Purple Zone per unit	Yellow Zone per unit
Westside Channel Reimb	\$963.00	N/A	N/A
Upgrades	N/A	\$336.00	\$691.00
RSP Reimb	N/A	\$1,153.00	\$1,112.00

Requirement 3: Beginning and ending balance in the fund

Table 81 summarizes the beginning and ending fund balances for the Presidio Area Fees for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 81 summarizes the fees collected and the interest earned for the Presidio Area fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 81: Presidio Area Fund Summary

Presidio	Total
Beginning Fund Balance (July 1, 2021)	\$5,588,679
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$27,040)
Other Revenues	\$0
Total Revenues	(\$27,040)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$5,561,639)
Ending Fund Balance (June 30, 2022)	\$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this fund in FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to new funds with the adoption of the Core Fees Development Impact Fee Study. Table 82 shows the transfers to Fund 371 – Core Public Facilities, Fund 372 – Core Public Safety Fire, Fund 373 – Core Public Safety PD, Fund 374 – Core Public Safety Comm Facilities, Fund 375 – Core Traffic, Fund 376 – Core Wastewater, & Fund 379 – Core Storm Drain.

Table 82: Presidio Area Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 371 – Core Public Facilities	Fund 371	Fund 355	(\$118,239)
Fund merged to Core fees, transfer to Fund 372 – Core Public Safety Fire	Fund 372	Fund 355	(\$23,823)
Fund merged to Core fees, transfer to Fund 373 – Core Public Safety Police	Fund 373	Fund 355	(\$106,583)
Fund merged to Core fees, transfer to Fund 374 – Core Public Safety Comm Facilities	Fund 374	Fund 355	(\$2,517)
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 355	(\$3,430,058)
Fund merged to Core fees, transfer to Fund 376 – Core Wastewater	Fund 376	Fund 355	(\$734,624)
Fund merged to Core fees, transfer to Fund 379 – Core Drainage	Fund 379	Fund 355	(\$1,145,795)
Total			(\$5,561,639)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 356 – Tracy Gateway Phase 1 Area, Arterials, Storm Drain, Public Buildings, Water, Wastewater

Requirement 1: Brief description of the type of fee

This fee is collected from the Tracy Gateway Phase 1 Area to contribute to the construction of Arterials, Storm Drain, Public Buildings, Water, Wastewater facilities as identified in the Finance and Implementation Plan adopted on July 17, 2007 by Resolution No. 2007-175. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 83 identifies the Tracy Gateway Phase 1 Area Fees for FY21-22.

Table 83: Tracy Gateway Area Fee

Fee	Retail ^{1,2}	Office (without Deferral) ²	Office (with Deferral) ²	Hotel (200 room)
Non-Residential (per unit)				
Public Buildings	\$7,385.02	\$17,806.41	\$17,806.41	\$15,306.59
Streets & Highways	\$36,952.18	\$25,610.00	\$1,626.10	\$34,605.86
Wastewater	\$28,176.43	\$40,705.90	\$1,106.02	\$123,567.20
Non-Potable Water	\$35,076.84	\$50,674.77	\$6,739.46	\$153,828.79
Water ³	\$45,382.07	\$65,562.52	\$65,562.52	\$199,022.19
Storm	\$9,549.40	\$9,549.40	\$4,350.19	\$5,199.20

(1) Cost for the Second Floor Office and Hotel (150 room) are included in the Retail land use category.

(2) Cost for The Golf Course Club House, Golf Course, and Golf Maintenance Facilities have been spread to other Phase 1 land uses. Spread is based on Percent of fees paid.

(3) Costs for Water reflect costs for Over-sizing of facilities that Gateway will need to construct upfront. Over-sizing costs may be reimbursable to the developer.

Requirement 3: Beginning and ending balance in the fund

Table 84 summarizes the beginning and ending fund balances for the Tracy Gateway Area for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 84 summarizes the fees collected and the interest earned for the Tracy Gateway Area Fees for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 84: Tracy Gateway Area Fund Summary

Gateway	Total
Beginning Fund Balance (July 1, 2021)	\$2,126,873
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	(\$55,891)
Other Revenues	\$0
Total Revenues	(\$55,891)
Expenses	
Project Expenses	(\$22,341)
Other Expenses	\$0
Total Expenses	(\$22,341)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$2,048,641

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 85 identifies the Tracy Gateway Area expenditures for FY21-22.

Table 85: Tracy Gateway Area Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Fee Funded
IC Impvts: I205 & Lammers	73084	(\$22,341)	29%
Total		(\$22,341)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

The list of improvements in Table 86 is identified in the Tracy Gateway Phase 1 Finance and Implementation Plan and have had a portion of the project funding collected through fees from Sutter Hospital. Additional fees are needed to complete funding for the listed projects. The timing is dependent on development moving forward.

Table 86: Tracy Gateway Area CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
IC Improvements: I205 & Lammers	73084	\$257,154	In Progress	26%	808 - Reg Transport Impact
Wastewater Conveyance to Tracy Hills Wastewater Reclamation Facility (WRF), Tracy Hills WRF Fair Share	74PP-064	\$2,227,016	Pending additional project funding	23%	364 - TIMP Wastewater
Pressure Regulating Valve (PRV) in Lammers, In tract Program Water Transmission Lines, Off-site Water Transmission Pipelines Zone 1 and Zone 2	75085	\$5,535,629	Pending additional project funding	100%	
Water Pump Station	75PP-082	\$1,680,000	Pending additional project funding	100%	
Emergency Well	75PP-083	\$2,520,000	Pending additional project funding	100%	
Total		\$12,219,799			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 357 - Northeast Industrial Area, Ph 2, Arterials, Storm Drain, Water, Wastewater, Public Buildings (*Fund Closed: Transferred to Fund 375 – Core Traffic, Fund 379 – Core Storm Drain, Transferred to Fund 377 – Core Water, Fund 376 – Core Wastewater, Fund 371 – Core Public Facilities*)

Requirement 1: Brief description of the type of fee

This fee is collected from Northeast Industrial Area, Ph 2, to contribute to the construction of Arterials, Arterials – Regional Fee, Storm Drain, Public Building, Water, Wastewater facilities per the Northeast Industrial Area Ph 2 Finance and Implementation Plan adopted on January 15, 2008, by Resolution 2008-010. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 87 identifies the Northeast Industrial Area, Ph 2, Fee for FY21-22.

Table 87: Northeast Industrial Area, Ph 2, Fee

Fee	Light Industrial (per acre)
General Gov't & Public Safety Facilities	\$2,953.19
Traffic Safety	\$1,412.00
Streets & Highways	\$63,196.00
Wastewater	\$34,711.00
Water	\$17,639.00

Requirement 3: Beginning and ending balance in the fund

Table 88 summarizes the beginning and ending fund balances for the Northeast Industrial Area, Ph 2, Fee for FY21-22. It should be noted that the fund balance is zero due to the closure of this fund and transfer of all funds to the new Core Funds.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 88 summarizes the fees collected and the interest earned for the Northeast Industrial Area, Ph 2, fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 88: Northeast Industrial Area, Ph 2, Fund Summary

NEI, Ph 2	Total
Beginning Fund Balance (July 1, 2021)	(\$2,175,774)
Revenues	
Fees Collected	\$2,232,787
Interest/Investment Earnings ¹	\$0
Other Revenues	\$0
Total Revenues	\$2,232,787
Expenses	
Project Expenses	(\$4,700,000)
Other Expenses	\$0
Total Expenses	(\$4,700,000)
Transfers	\$4,642,987
Ending Fund Balance (June 30, 2022)	(\$0)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 89 identifies the Northeast Industrial Area, Ph 2 expenditures for FY21-22.

Table 89: Northeast Industrial Area, Ph 2, Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
CIP 74107 - WWTP Expan Phase II	74107	(\$4,700,000)	15%
Total		(\$4,700,000)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Public improvements identified to be constructed using fees collected through funds that have been merged within the Core Area can be found in the respective Core Area fund list of improvements.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This fund was reconciled with the various other funds that were combined with the adoption of the Core Fees Development Impact Fee Study to close the fund. Appropriate funds were transferred between Fund 375 – Core Traffic, Fund 377 – Core Water, and Fund 351 – NEI, Ph 1 (Table 90).

Table 90: Northeast Industrial Area, Ph 2, Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund merged to Core fees, transfer to Fund 375 – Core Traffic	Fund 375	Fund 357	(\$35,844)
Closed Fund, Transferred for Core Reconciliation	Fund 357	Fund 351 / Fund 377	\$4,678,830
Total			\$4,642,987

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 358 – Ellis Program Area, Program Management

Requirement 1: Brief description of the type of fee

The monies associated with the Ellis Project Management fund are collected under other fee programs as part of the five percent mark-ups and transferred to this account after they have been collected to fund costs related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of five percent on the project costs. The five percent is then Transferred to the program management fund. Table 91 identifies the Ellis Program Management fee is calculated.

Table 91: Ellis Program Area, Program Management Fee

Land Use	Fee
Residential (per unit)	
Low Density	Fee * 0.05
Medium Density	Fee * 0.05
High Density	Fee * 0.05
Non-Residential (per acre)	
Commercial/Retail	Fee * 0.05
Storage	Fee * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 92 summarizes the beginning and ending fund balances for the Ellis Program Management fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 92 summarizes the fees collected and the interest earned for the Ellis Program Management fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 92: Ellis Program Area, Program Management Fund Summary

Ellis Area Prgrm Mgmt	Total
Beginning Fund Balance (July 1, 2021)	\$51,778
Revenues	
Fees Collected	\$1,127
Interest/Investment Earnings ¹	(\$17,762)
Other Revenues	\$0
Total Revenues	(\$16,635)
Expenses	
Project Expenses	(\$44,702)
Other Expenses	\$0
Total Expenses	(\$44,702)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	(\$9,559)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 93 identifies the Ellis Program Area, Program Management Expenditures for FY21-22.

Table 93: Ellis Program Area, Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Fee Funded
Ellis Area Program Mangement	79211	(\$44,702)	100%
Total		(\$44,702)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used to for program administrative costs, no public capital improvements are identified.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund in FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 360 – Citywide Master Plan Fees, Public Safety - Communication Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Communication Facilities is to fund additional communication facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and improve the City's emergency communication facilities. To accommodate these needs, new facilities will be built or existing facilities will be expanded as identified in the Public Safety Impact Fee Update adopted on October 1, 2019, by Resolution 2019-196.

Requirement 2: Amount of fee

Table 94 identifies the Citywide Master Plan Fees, Public Safety - Communication Facilities Fee for FY21-22.

Table 94: Citywide Master Plan Fees, Public Safety - Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$285.00
Low Density	\$285.00
Medium Density	\$235.00
High Density	\$190.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	\$86.56
Office	\$144.26
Industrial	\$28.85

Requirement 3: Beginning and ending balance in the fund

Table 95 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Communication Facilities for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 95 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Communication Facilities Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 95: Citywide Master Plan Fees, Public Safety - Comm Facilities Fund Summary

TIMP, Pub Safety Comm	Total
Beginning Fund Balance (July 1, 2021)	\$786,304
Revenues	
Fees Collected	\$143,340
Interest/Investment Earnings ¹	\$3,390
Other Revenues	\$0
Total Revenues	\$146,730
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$933,034

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Safety – Communication Facilities Impact Fees adopted on October 1, 2019, outlines the facilities necessary to mitigate new development’s impact on the City’s Communication Facilities. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Table 96 identifies the Radio Communications Tower project that will utilize funds collected by this fee. The project still requires additional funding to commence.

Table 96: Citywide Master Plan Fees, Public Safety - Comm Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Radio Communications Tower	TBD	\$2,984,240	TBD	58%	TBD
Total		\$2,984,240			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 361 – Citywide Master Plan Fees, Parks

Requirement 1: Brief description of the type of fee

The City standard for parks is 1 acre per 1,000 residents for Community Parks and 3 acres per 1,000 residents for Neighborhood parks. The Park fee is collected from new development within the master plan area based on the Park Development Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 97 identifies the Citywide Master Plan Fees, Parks Fee for FY21-22.

Table 97: Citywide Master Plan Fees, Parks Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$9,331.00
Low Density	\$9,331.00
Medium Density	\$7,635.00
High Density	\$6,221.00

Requirement 3: Beginning and ending balance in the fund

Table 98 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Parks Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 98 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Parks Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 98: Citywide Master Plan Fees, Parks Fund Summary

TIMP, Parks	Total
Beginning Fund Balance (July 1, 2021)	\$8,408,503
Revenues	
Fees Collected	\$1,354,995
Interest/Investment Earnings ¹	(\$253,763)
Other Revenues	\$0
Total Revenues	\$1,101,232
Expenses	
Project Expenses	(\$44,180)
Other Expenses	\$0
Total Expenses	(\$44,180)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$9,465,555

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 99 identifies the Citywide Master Plan Fees, Parks expenditures for FY21-22.

Table 99: Citywide Master Plan Fees, Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Parks Master Plan	78179	(\$30,006)	70%
Gretchen Tally Park PH III	78170	(\$14,174)	32%
Total		(\$44,180)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Parks Master Plan outlines the park needs and costs to serve new development. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Table 100 lists the projects currently in progress and anticipated to begin within the next 5 years.

Table 100: Citywide Master Plan Fees, Parks CIP Project

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Parks Master Plan	78179	\$119,936	In Progress	70%	378 - Core Parks
Gretchen Tally Park Phase III	78170	\$501,122	In Progress	32%	271 - LMD 301 - General Projects 391 - Prgm Mngmt
Future 15-Acre Community Park (Tracy Hills)	78PP-XXX	\$17,226,000	2025	100%	
Total		\$17,847,058			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 362 – Citywide Master Plan Fees, Storm Drainage

Requirement 1: Brief description of the type of fee

The purpose of the Storm Drain Fee is to fund storm drain facilities included in the Citywide Storm Drainage Master Plan, and subsequent amendments, that are needed to serve future development in the Master Plan Fee program area. The Storm Drainage fees were adopted on January 7, 2014 by resolution 2014-10 and updated on October 2, 2018 by resolution 2018-204 and on July 1, 2020 by Resolution 2019-217.

Requirement 2: Amount of fee

Table 101 identifies the Citywide Master Plan, Storm Drainage Fees for FY21-22.

Table 101: Citywide Master Plan Fees, Storm Drainage Fee

Land Use	Keenan	Westside Residential	NW WSO	Larch Clover	South MacArthur and Rocha	Mountain House ¹	Lammers Watershed ²	Kagehiro and West Larch Clover ³
Residential (per unit)								
Very Low Density	NA	NA	NA	NA	\$6,008.00	NA	\$1,814.00	\$758.00
Low Density	\$2,644.00	\$5,643.00	NA	NA	\$5,518.00	NA	\$1,666.00	\$657.00
Medium Density	\$1,786.00	\$3,781.00	NA	NA	\$3,669.00	NA	\$1,108.00	\$463.00
High Density	\$1,596.00	\$3,372.00	NA	NA	\$3,283.00	NA	\$992.00	\$412.00
Non-Residential (per acre)								
Commercial/Retail	NA	NA	\$20,229.00	\$12,415.00	\$100,626.00	\$19,962.00	\$30,418.00	NA
Office	NA	NA	\$20,229.00	NA	NA	\$19,962.00	\$30,418.00	NA
Industrial	NA	NA	\$20,229.00	NA	NA	\$19,962.00	\$30,418.00	NA

Please see the storm drainage shed fee studies for the split between outfall versus program infrastructure.

1) Updated Lammers and Mountain House Watershed Storm Drainage Fees were adopted on November 5, 2019 through Resolution No. 2019-217. Fees have been adjusted by ENR in 2020 and 2021.

2) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

3) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

Requirement 3: Beginning and ending balance in the fund

Table 102 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Storm Drainage Fund for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 102 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Storm Drainage Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 102: Citywide Master Plan Fees, Storm Drain Fund Summary

TIMP, Strm Drn	Total
Beginning Fund Balance (July 1, 2021)	\$1,967,443
Revenues	
Fees Collected	\$1,181,051
Interest/Investment Earnings ¹	(\$296,315)
Other Revenues	\$0
Total Revenues	\$884,736
Expenses	
Project Expenses	(\$31,732)
Other Expenses	\$0
Total Expenses	(\$31,732)
Transfers	\$9,776,671
Ending Fund Balance (June 30, 2022)	\$12,597,119

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 103 identifies the Citywide Master Plan, Storm Drainage Fund expenditures for FY21-22.

Table 103: Citywide Master Plan Fees, Storm Drain Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Storm Drain Master Plan	76086	(\$31,732)	55%
Total		(\$31,732)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Storm Drainage Master Plan and subsequent amendments, outline the facilities necessary to mitigate new development's impact on the storm drainage system. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Table 104 identifies the priority projects that will utilize funds collected by this fee within the next five years. The timing of project commencement and funding contributions will be prioritized and evaluated through the City's CIP process pending the Master Plan updates.

Table 104: Citywide Master Plan Fees, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Concrete Channel Lining	TBD	\$11,521,000	2023	100%	
DET 10/11 (240 AF needed for storage)	TBD	\$1,745,100	2024	15%	TBD
DET 10/11 Pump Station (30.0 cfs capacity)	TBD	\$543,000	2024	15%	TBD
DET 10/11 Landscaping – Low Visibility	TBD	\$158,700	2024	15%	TBD
DET 10/11 Spillway & Outfall improvements	TBD	\$70,800	2024	15%	TBD
DET 10/11 30" SD Force Main outlet from DET 10/11	TBD	\$5,806,000	2024	100%	
DET 5 (76 AF needed for storage)	TBD	\$153,120	2026/2027	4%	TBD
DET 5 Landscaping – High Visibility	TBD	\$28,720	2026/2027	4%	TBD
DET 5 Improvements (weir, gates, pipes, misc.)	TBD	\$138,520	2026/2027	4%	TBD
Total		\$20,164,960			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 105 identifies the Citywide Master Plan Fees, Storm Drainage Fund transfers for FY21-22.

Table 105: Citywide Master Plan Fees, Storm Drain Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Fund 352-S MacArthur Area	Fund 362	Fund 352	\$9,776,671
Total			\$9,776,671

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 363 – Citywide Master Plan Fees, Transportation

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund transportation facilities included in the Transportation Master Plan to serve future development in the Master Plan Fee program area. The facilities are identified in the Transportation Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 106 identifies the Citywide Master Plan Fees, Transportation Fee for FY21-22.

Table 106: Citywide Master Plan Fees, Transportation Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$6,404.00
Low Density	\$6,404.00
Medium Density	\$3,907.00
High Density	\$3,907.00
Non-Residential (per acre)	
Commercial/Retail	\$195,550.00
Office	\$155,978.00
Industrial	\$89,194.00

Requirement 3: Beginning and ending balance in the fund

Table 107 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Transportation for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 107 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Transportation for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 107: Citywide Master Plan Fees, Transportation Fund Summary

TIMP, Traffic	Total
Beginning Fund Balance (July 1, 2021)	\$15,742,058
Revenues	
Fees Collected	\$10,128,281
Interest/Investment Earnings ¹	(\$646,981)
Other Revenues ²	\$155,715
Total Revenues	\$9,637,015
Expenses	
Project Expenses	(\$1,203,073)
Other Expenses	\$0
Total Expenses	(\$1,203,073)
Transfers	\$335,319
Ending Fund Balance (June 30, 2022)	\$24,511,319

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

² Other Revenues include RTIF Transfers.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 108 summarizes the Citywide Master Plan Fees, Transportation expenditures for FY 21-22.

Table 108: Citywide Master Plan Fees, Transportation Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IC: I205 & Paradise	73109	(\$4,738)	87%
AW: Cor Hol Rd, Linne to Old Schult	73144	(\$125,433)	31%
Widening - Corral Hollow I580/Linne	73161	(\$75)	21%
IS- Corral Hollow & Linne	72104	(\$103,209)	32%
IS Imp Grant Line & MacArthur	72121	(\$2,879)	100%
OC Upg-I205 & MH Pkwy	73146	(\$2,244)	39%
OC Upgrade-I205 & Mt House Pkwy	73147	(\$899,414)	28%
BW: DMC & Mt House Pkwy	73148	(\$1,230)	100%
Transportation Master Plan	73173	(\$63,852)	69%
Total		(\$1,203,073)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Transportation Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Table 109 summarizes the projects currently programmed in the City's FY 22-23 budget and the anticipated priority projects that will utilize funds collected through this fee program.

Table 109: Citywide Master Plan Fees, Transportation CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Intersection Improvements - Corral Hollow & Linne	72104	\$220,074	In Progress	32%	242 - Transp Sales Tax 331 - Ellis Area Traffic
Median & Crosswalk Improvements at Grant Line & MacArthur	72121	\$150,161	In Progress	100%	
Interchange: I205 & Paradise	73109	\$1,368,974	In Progress	87%	245 - Gas Tax
Avenue Widening: Cor Hol Rd, Linne to Old Schult	73144	\$1,118,564	In Progress	31%	242 - Transp Sales Tax 245 - Gas Tax 392 - Reg Transport Impact
Overcrossing Upgrade - I205 & Mt House Pkwy	73146	\$979,750	In Progress	39%	392 - Reg Transport Impact
Overcrossing Upgrade - I580 & International Pkwy	73147	\$13,353,553	In Progress	28%	242 - Trans Sales Tax 261 - ISTE A 392 - Reg Transport Impact
Bridge Widening: DMC & Mt House Pkwy	73148	\$83,267	In Progress	100%	
Bridge Widening: DMC & OLD Schulte Rd	73149	\$90,858	In Progress	100%	
Bridge Widening: DM Canal & Old Schulte	73150	\$75,930	In Progress	100%	
Widening - Corral Hollow I580/Linne	73161	\$489,908	In Progress	21%	301 - General Projects
Transportation Master Plan	73173	\$151,892	In Progress	69%	391 - Program Management
I-580 at Lammers Road	TBD	\$22,925,700	2023/2024	100%	
Total		\$41,008,631			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 110 identifies the Citywide Master Plan Fees, Transportation transfers for FY21-22.

Table 110: Citywide Master Plan Fees, Transportation Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer RTIF Funds to Reimb 73146 Exp	Fund 363	REIMB	\$716
Transfer RTIF Funds to Reimb 73147 Exp	Fund 363	REIMB	\$334,603
Total			\$335,319

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 364 – Citywide Master Plan Fees, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Conveyance and Wastewater Treatment Fees (Wastewater Fees) is to fund the facilities in each category that are necessary to provide wastewater services to future development in the Master Plan Fee program area. The facilities are identified in the Tracy Wastewater Conveyance and Treatment Development Impact Fee Study adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 111 identifies the Citywide Master Plan Fees, Wastewater Fees for FY21-22.

Table 111: Citywide Master Plan Fees, Wastewater Fee

Land Use	Treatment Plant	East Conveyance	West Conveyance
Residential (per unit)			
Very Low Density	\$8,305.00	\$2,969.00	\$1,987.00
Low Density	\$8,305.00	\$2,969.00	\$1,987.00
Medium Density	\$6,795.00	\$2,430.00	\$1,627.00
High Density	\$5,538.00	\$1,979.00	\$1,325.00
Non-Residential (per acre)			
Commercial/Retail	\$35,865.00	\$12,823.00	\$8,584.00
Office	\$35,865.00	\$12,823.00	\$8,584.00
Industrial	\$33,222.00	\$11,878.00	\$7,952.00

Requirement 3: Beginning and ending balance in the fund

Table 112 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Wastewater Fund for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 112 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Wastewater Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 112: Citywide Master Plan Fees, Wastewater Fund Summary

TIMP, Wastewater	Total
Beginning Fund Balance (July 1, 2021)	\$13,953,673
Revenues	
Fees Collected	\$10,250,518
Interest/Investment Earnings ¹	(\$421,575)
Other Revenues	\$0
Total Revenues	\$9,828,943
Expenses	
Project Expenses	(\$8,453,583)
Other Expenses	\$0
Total Expenses	(\$8,453,583)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$15,329,033

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 113 summarizes the Citywide Master Plan Fees, Wastewater expenditures for FY21-22.

Table 113: Citywide Master Plan Fees, Wastewater Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Wastewater Master Plan	74159	(\$25,701)	100%
CIP 74107 - WWTP Expan Phase II	74107	(\$8,427,882)	29%
Total		(\$8,453,583)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Wastewater Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Updated infrastructure project costs will be determined and the timing of project commencement will be prioritized through the City's CIP process. Table 114 highlights the projects currently programmed in the City's FY 22-23 budget and in the early design stages with City staff that will utilize this fund balance.

Table 114: Citywide Master Plan Fees, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Wastewater Master Plan	74159	\$271,298	In Progress	100%	
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	\$2,600,000	In Progress	87%	337 - Ellis Area Wastewater
Tracy WWTP Expansion Future Phase 2c	74PP-XXX	\$25,956,596	In Progress	74%	337 - Ellis Area Wastewater 376 - Core Wastewater 523 - Wastewater Capital
Total		\$28,827,894			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 365 – Citywide Master Plan Fees, Water

Requirement 1: Brief description of the type of fee

The purpose of the Water Supply, Water Distribution and Water Treatment Fees (Water Fee) is to fund the facilities in each category that are necessary to provide water to future development in the Master Plan Fee program area. The facilities are identified in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 115 identifies the Citywide Master Plan Fees, Water Fees for FY21-22.

Table 115: Citywide Master Plan Fees, Water Fee

Land Use	Distribution	Supply	Treatment
Residential (per unit)			
Very Low Density	\$5,231.00	\$2,238.00	\$4,069.00
Low Density	\$5,231.00	\$2,238.00	\$4,069.00
Medium Density	\$3,765.00	\$1,612.00	\$2,929.00
High Density	\$2,666.00	\$1,142.00	\$2,074.00
Non-Residential (per acre)			
Commercial/Retail	\$21,756.00	\$9,312.00	\$16,923.00
Office	\$16,317.00	\$6,983.00	\$12,693.00
Industrial	\$16,317.00	\$6,983.00	\$12,693.00

Requirement 3: Beginning and ending balance in the fund

Table 116 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 116 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 116: Citywide Master Plan Fees, Water Fund Summary

TIMP, Water	Total
Beginning Fund Balance (July 1, 2021)	\$12,220,293
Revenues	
Fees Collected	\$6,524,534
Interest/Investment Earnings ¹	(\$528,096)
Other Revenues	\$0
Total Revenues	\$5,996,438
Expenses	
Project Expenses	(\$79,406)
Other Expenses	(\$19,518)
Total Expenses	(\$98,923)
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$18,117,807

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 117 summarizes the Citywide Master Plan Fees, Water fund expenditures for FY21-22. Other expenses consisted of program management expenses.

Table 117: Citywide Master Plan Fees, Water Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Fee Funded
WL: Lammers Rd City Zone 3	75160	(\$30,214)	100%
Water Master Plan	75159	(\$49,191)	100%
Total		(\$79,406)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. Table 118 highlights the projects currently programmed in the City's FY 22-23 budget and priority projects the City anticipates starting within the next five years.

Table 118: Citywide Master Plan Fees, Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Water Lines Lammers Rd	75160	\$5,763,257	In Progress	100%
Tracy Blvd Pipeline Improvements (Replace 12-in diameter pipelines)	TBD	\$847,225	2024/2025	100%
Tracy Blvd Jack and Bore Improvements (18-in diameter, 24-in casing)	TBD	\$147,759	2024/2025	100%
Groundwater Wells Improvements (ammonia addition)	TBD	\$1,500,000	2024/2025	100%
ASR Expansion Study	TBD	\$350,000	2023/2024	100%
JJWTP Storage Reservoir (1.0 MG Clearwell No. 3)	TBD	\$4,061,138	2024/2025	100%
ASR Groundwater Well	TBD	\$5,265,000	2024/2025	100%
SCADA Improvements (Well No. 8)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 1)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 2)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 3)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 4)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 5)	TBD	\$168,750	2024/2025	100%
SCADA Improvements (Pressure Regulating Station No. 6)	TBD	\$168,750	2024/2025	100%
Total		\$19,115,628		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 366 – Citywide Master Plan Fees, Public Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Facilities Fee is to fund public facilities needed to serve new development in the Master Plan program area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. Each new resident and worker creates a demand for additional public facilities: such as additional space at City Hall or expansion of the Corporation Yard. In addition, new residents create the additional need for recreational facilities such as an aquatic center, library, and recreation center. These facilities are further defined in the City's Public Facilities Master Plan and Impact Fee Technical Memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 119 identifies the Citywide Master Plan Fees, Public Facilities Fee for FY21-22.

Table 119: Citywide Master Plan Fees, Public Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$3,646.00
Low Density	\$3,646.00
Medium Density	\$2,983.00
High Density	\$2,431.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	\$94.68
Office	\$157.82
Industrial	\$31.57

Requirement 3: Beginning and ending balance in the fund

Table 120 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Facilities for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 120 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Facilities Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 120: Citywide Master Plan Fees, Public Facilities Fund Summary

TIMP, Public Fac	Total
Beginning Fund Balance (July 1, 2021)	\$2,789,897
Revenues	
Fees Collected	\$2,250,052
Interest/Investment Earnings ¹	(\$127,065)
Other Revenues	\$0
Total Revenues	\$2,122,987
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$4,912,884

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Facilities Master Plan and Fee Study identified the facilities necessary to serve new development. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The City is currently planning for the construction of a multi-generational facility as identified in Table 121 which will utilize funds collected to date from this fee program.

Table 121: Citywide Master Plan Fees, Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multi-Generational Recreation Center	TBD	\$5,838,453	In Progress	15%	307 - Measure V 334 - Ellis Public Bldgs
Total		\$5,838,453			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 367 – Citywide Master Plan Fees, Public Safety - Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee - Police is to fund additional police facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and hire and house new officers as outlined in the City of Tracy Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 122 identifies the Citywide Master Plan Fees, Public Safety - Police Fee for FY21-22.

Table 122: Citywide Master Plan Fees, Public Safety – Police Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$845.00
Low Density	\$845.00
Medium Density	\$690.00
High Density	\$563.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	\$256.01
Office	\$426.67
Industrial	\$85.35

Requirement 3: Beginning and ending balance in the fund

Table 123 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Police for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 123 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Police for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 123: Citywide Master Plan Fees, Public Safety - Police Fund Summary

TIMP, Public Safety PD	Total
Beginning Fund Balance (July 1, 2021)	\$877,658
Revenues	
Fees Collected	\$365,262
Interest/Investment Earnings ¹	(\$33,708)
Other Revenues	\$0
Total Revenues	\$331,554
Expenses	
Project Expenses	(\$50,959)
Other Expenses	\$0
Total Expenses	(\$50,959)
Transfers	\$164,052
Ending Fund Balance (June 30, 2022)	\$1,322,304

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 124 identifies the Citywide Master Plan, Public Safety – Police expenditures for FY21-22.

Table 124: Citywide Master Plan Fees, Public Safety – Police Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Police Gun Range	71110	(\$6,820)	29%
PD Communications Tower Software	71114	(\$44,139)	100%
Total		(\$50,959)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Police Facilities needed to serve new development are identified in the Public Safety Master Plan and Public Safety Impact Fee Update. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. Table 125 shows the currently programmed project from the FY 22-23 CIP budget utilizing fees collected for this fund and the anticipated Police Remodel that will require additional funds.

Table 125: Citywide Master Plan Fees, Public Safety - Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multipurpose Reality Based Training Facility	71110	\$141,005	In Progress	5%	231 - Asset Forfeiture 301 - General Projects 605 - Equip Replacement
Police Department Remodel & Addition	TBD	\$20,749,642	TBD	56%	TBD
Total		\$20,890,647			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 126 identifies the Citywide Master Plan Fees, Public Safety – Police transfers for FY21-22. These transfers were made as a reimbursement from Fund 374 – Core Public Safety Communication Facilities and Fund 373 – Core Public Safety Police for CIP 71114 – Police Communication Tower Equipment.

Table 126: Citywide Master Plan Fees, Public Safety – Police Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Core Fee Reimbursement for CIP 71114 - Police Radio Repeater & Tower	Fund 367	Fund 373	\$29,417
Core Fee Reimbursement for CIP 71114 - PD Comm Tower Equip	Fund 367	Fund 374	\$75,000
Core Fee Reimbursement for CIP 71114 - PD Comm Tower Equip	Fund 367	Fund 374	\$59,635
Total			\$164,052

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 368 – Citywide Master Plan Fees, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to offset potable water needs with non-potable water in order to secure adequate potable water for future development in the Master Plan Fee program area, as shown in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems Technical Memo adopted on January 7, 2014 by Resolution 2014-10.

Requirement 2: Amount of fee

Table 127 identifies the Citywide Master Plan Fees, Recycled Water Fee for FY21-22.

Table 127: Citywide Master Plan Fees, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$3,277.00
Low Density	\$3,277.00
Medium Density	\$2,818.00
High Density	\$1,901.00
Non-Residential (per acre)	
Commercial/Retail	\$18,448.00
Office	\$15,041.00
Industrial	\$15,041.00

Requirement 3: Beginning and ending balance in the fund

Table 128 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Recycled Water Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 128 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Recycled Water Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 128: Citywide Master Plan Fees, Recycled Water Fund Summary

TIMP, Recycled Water	Total
Beginning Fund Balance (July 1, 2021)	\$882,230
Revenues	
Fees Collected	\$2,804,876
Interest/Investment Earnings ¹	(\$89,332)
Other Revenues	\$0
Total Revenues	\$2,715,544
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$0
Ending Fund Balance (June 30, 2022)	\$3,597,774

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Impact Fee memo, outline the water infrastructure needs to serve the Master Plan Areas. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. Table 129 identifies the anticipated priority projects once adequate fee revenues are collected.

Table 129: Citywide Master Plan Fees, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
New DMC Pipeline (20-in diameter)	TBD	\$12,446,893	2025	96%	336 - Ellis Recycled Water
Jack and Bore (DMC Pipeline) Boring and Receiving Pits	TBD	\$54,000	2025	96%	337 - Ellis Recycled Water
Jack and Bore (DMC Pipeline) 30-in diameter (42-in casing)	TBD	\$267,864	2025	96%	338 - Ellis Recycled Water
Recycled Water Exchange Program and Implementation - Studies, Legal Review, Staff Time	TBD	\$1,000,000	2025	96%	339 - Ellis Recycled Water
Total		\$13,768,757			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY21-22.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 369 – Citywide Master Plan Fees, Public Safety - Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Fire is to fund additional fire facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generate the need for the City to expand their facilities in order to provide adequate firefighting services response times as identified in the Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 130 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY21-22.

Table 130: Citywide Master Plan Fees, Public Safety – Fire Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	\$698.00
Low Density	\$698.00
Medium Density	\$570.00
High Density	\$465.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	\$211.27
Office	\$352.12
Industrial	\$70.42

Requirement 3: Beginning and ending balance in the fund

Table 131 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 131 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Fire for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 131: Citywide Master Plan Fees, Public Safety - Fire Fund Summary

TIMP, Public Safety Fire	Total
Beginning Fund Balance (July 1, 2021)	\$697,070
Revenues	
Fees Collected	\$265,474
Interest/Investment Earnings ¹	\$376
Other Revenues	\$0
Total Revenues	\$265,850
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$880,660)
Ending Fund Balance (June 30, 2022)	\$82,260

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Table 132 identifies the project budgeted in the City's FY22-23 CIP Budget for this fund.

Table 132: Citywide Master Plan Fees, Public Safety - Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Fire Training Tower at NEI Reservoir	71109	\$459,375	In Progress	39%	605 - Equip Replacement Tracy Rural Fire
Total		\$459,375			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 133 summarizes the Citywide Master Plan Fees, Public Safety - Fire transfers for FY21-22 to repay the City for purchase of a Vehicle and Equipment at Fire Station 96.

Table 133: Citywide Master Plan Fees, Public Safety – Fire Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund Equipment for Fire Station 96	Fund 605	Fund 369	(\$184,873)
Fund Vehicle Replacement for Fire Station 96	Fund 605	Fund 369	(\$695,787)
Total			(\$880,660)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 371 – Core Public Facilities Fees

Requirement 1: Brief description of the type of fee

The purpose of the Core Public Facilities Fee is to fund the general government and recreational facilities generated by new development and growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 134 identifies the Core Public Facilities Fee for FY21-22.

Table 134: Core Public Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	\$2,915.00
MFR (attached 2-4)	\$2,385.00
HDR (attached 4+)	\$1,945.00
Non-Residential (per 1,000 sf)	
Office	\$116.43
Commercial/Retail	\$69.76
Industrial	\$23.09

Requirement 3: Beginning and ending balance in the fund

Table 135 summarizes the beginning and ending fund balances for the Core Public Facilities for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 135 summarizes the fees collected and the interest earned for the Core Public Facilities Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 135: Core Public Facilities Fund Summary

CORE Public Buildings	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$5,182
Interest/Investment Earnings ¹	(\$103,122)
Other Revenues	\$0
Total Revenues	(\$97,941)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$4,845,319
Ending Fund Balance (June 30, 2022)	\$4,747,379

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The list of Public Facilities projects that are currently in progress and anticipated to begin soon are identified in Table 136. Additional projects will be prioritized through the City's CIP process as additional funds are available.

Table 136: Core Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Fair share of the Ellis Aquatic Center	78054	\$1,977,782	In Progress	3%	307 - Measure V 378 - Core Parks Developer Contribution
Multi-Generational Rec Center (Fair share of the library facilities expansion)	78178	\$3,801,463	TBD	10%	307 - Measure V Grant Funding Developer Contribution
Total		\$5,779,245			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 137 summarizes the transfers for the Core Public Facilities Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted. The reimbursement to the general fund was a reimbursement for Core’s fair share of CIP 71091, improvements at the Public Works Maintenance Yard.

Table 137: Core Public Facilities Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 314 - Infill Bldg & Eqpt merged to Core fees	Fund 371	Fund 314	\$2,058,016
Fund 324 - Plan C Gen Fac merged to Core fees	Fund 371	Fund 324	\$3,236,896
Fund 352 - S MacArthur Area merged to Core fees	Fund 371	Fund 352	\$79,336
Fund 354 - ISP South merged to Core fees	Fund 371	Fund 354	\$276,145
Fund 355 - Presidio merged to Core fees	Fund 371	Fund 355	\$118,239
Reimbursement for CIP 71091 - PW Yard Renovation - Phase II to the General Fund	General Fund	Fund 371	(\$923,313)
Total			\$4,845,319

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 372 – Core Public Safety Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fire Fee is to fund the fire facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 138 identifies the Core Public Safety Fire fee for FY21-22.

Table 138: Core Public Safety Fire Fee

Land Use	Fee
Residential (per unit)	
SFR	\$1,331.00
MFR (attached 2-4)	\$1,089.00
HDR (attached 4+)	\$888.00
Non-Residential (per 1,000 sf)	
Office	\$672.24
Commercial/Retail	\$403.34
Industrial	\$134.45

Requirement 3: Beginning and ending balance in the fund

Table 139 summarizes the beginning and ending fund balances for the Core Public Safety Fire fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 139 summarizes the fees collected and the interest earned for the Core Public Safety Fire Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 139: Core Public Safety Fire Fund Summary

CORE Public Safety Fire	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$0
Interest/Investment Earnings ¹	\$3,901
Other Revenues	\$0
Total Revenues	\$3,901
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$174,903)
Ending Fund Balance (June 30, 2022)	(\$171,002)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in Table 140 are priority projects identified in the Core Fee Study and project construction will be prioritized through the City's CIP process as additional funds are collected.

Table 140: Core Public Safety Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Fire Station #97 - Valpico & Tracy Blvd	71020	\$4,869,673	TBD	100%
Fire Station 99 (Ellis)	71PP-052	\$595,551	TBD	100%
Total		\$5,465,224		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 141 summarizes the transfers completed for the Core Public Safety Fire Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted. The Core Public Safety Fire fund balance includes transfers that were intended for Core Public Safety Police (Fund 373) and is missing transfers that were intended for Core Public Safety Fire. A fund transfer to correct this error will occur FY22-23. The current fund balance for this fund should be approximately \$2,422,498. The reimbursement to the General Fund was for the Core Fee program's fair share of the purchase of a fire vehicle for Station 92.

Table 141: Core Public Safety Fire Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 324 - Plan C Gen Fac merged to Core fees	Fund 372	Fund 324	\$654,651
Fund 352 - S MacArthur Area merged to Core fees	Fund 372	Fund 352	\$15,985
Fund 354 - ISP South merged to Core fees	Fund 372	Fund 354	\$55,638
Fund 355 - Presidio merged to Core fees	Fund 372	Fund 355	\$23,823
Reimbursement to General Fund for Fire Station 92	General Fund	Fund 372	(\$925,000)
Total			(\$174,903)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 373 – Core Public Safety Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Police Fee is to fund the police facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 142 identifies the Core Public Safety Police Fee for FY21-22.

Table 142: Core Public Safety Police Fee

Land Use	Fee
Residential (per unit)	
SFR	\$300.00
MFR (attached 2-4)	\$246.00
HDR (attached 4+)	\$200.00
Non-Residential (per 1,000 sf)	
Office	\$151.60
Commercial/Retail	\$90.96
Industrial	\$30.32

Requirement 3: Beginning and ending balance in the fund

Table 143 summarizes the beginning and ending fund balances for the Core Public Safety Police for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 143 summarizes the fees collected and the interest earned for the Core Public Safety Police Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 143: Core Public Safety Police Fund Summary

CORE Public Safety Police	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$449
Interest/Investment Earnings ¹	(\$71,847)
Other Revenues	\$0
Total Revenues	(\$71,397)
Expenses	
Project Expenses	(\$29,417)
Other Expenses	\$0
Total Expenses	(\$29,417)
Transfers	\$3,343,597
Ending Fund Balance (June 30, 2022)	\$3,242,783

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 144 summarizes the Core Public Safety Police Fund expenditures for FY21-22.

Table 144: Core Public Safety Police Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Reimbursement to Fund 367, TIMP Public Safety PD for CIP 71114 PD Comm Tower	71114	(\$29,417)	100%
Total		(\$29,417)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The remaining improvement in Table 145 is identified in the Core Fee Study and project construction will be prioritized through the City's CIP Process as additional funds are collected. The Core Public Safety Police fund balance includes transfers that were intended for Core Public Safety Fire (Fund 372) and missing transfers that were intended for Core Public Safety Police. A fund transfer to correct this error will occur FY22-23. The current fund balance for this fund should be approximately \$649,283. Additional fee collection is needed to commence the planned project in Table 145.

Table 145: Core Public Safety Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Police Facility Expansion for Additional Officers	71PP-060	\$1,636,826	TBD	100%
Total		\$1,636,826		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 146 summarizes the transfers completed for the Core Public Safety Police for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted. As discussed in Requirement 6, the Core Public Safety Police fund balance includes transfers that were intended for Core Public Safety Fire (Fund 372) and missing transfers that were intended for Core Public Safety Police. A fund transfer to correct this error will occur FY22-23. The current fund balance for this fund should be approximately \$649,283.

Table 146: Core Public Safety Police Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 324 - Plan C Gen Fac merged to Core fees	Fund 373	Fund 324	\$2,916,575
Fund 352 - S MacArthur Area merged to Core fees	Fund 373	Fund 352	\$71,516
Fund 354 - ISP South merged to Core fees	Fund 373	Fund 354	\$248,923
Fund 355 - Presidio merged to Core fees	Fund 373	Fund 355	\$106,583
Total			\$3,343,597

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 374 – Core Public Safety Communication Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee is to fund the fire, police, and communication facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 147 identifies the Core Public Safety Communication Facilities Fee for FY21-22.

Table 147: Core Public Safety Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	\$29.00
MFR (attached 2-4)	\$24.00
HDR (attached 4+)	\$19.00
Non-Residential (per 1,000 sf)	
Office	\$14.75
Commercial/Retail	\$8.85
Industrial	\$2.95

Requirement 3: Beginning and ending balance in the fund

Table 148 summarizes the beginning and ending fund balances for the Core Public Safety Communication Facilities for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 148 summarizes the fees collected and the interest earned for the Core Public Safety Communication Facilities Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 148: Core Public Safety Comm Facilities Fund Summary

CORE Public Safety Comm Facilities	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$43
Interest/Investment Earnings ¹	\$179
Other Revenues	\$0
Total Revenues	\$223
Expenses	
Project Expenses	(\$176,080)
Other Expenses	\$0
Total Expenses	(\$176,080)
Transfers	\$79,304
Ending Fund Balance (June 30, 2022)	(\$96,553)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 149 summarizes the Core Public Communication Facilities Fund expenditures for FY21-22.

Table 149: Core Public Safety Comm Facilities Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Reimbursement to Fund 301, General Project for CIP 71050 PD Comm Tower	71050	(\$41,445)	100%
Reimbursement to Fund 367, TIMP Public Safety PD for CIP 71114 PD Comm Tower	71114	(\$134,635)	100%
Total		(\$176,080)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvement identified in the Core Fee Study for the Public Safety Communication Facilities Fund (reimbursement to the general fund for CIP 71050 and CIP 71114) was completed FY21-22. Collection of fees will continue to cover the fronted cost of the improvement until the fund balance is made whole. Once the fund balance is made whole, this fee program will be complete and closed unless other eligible projects are identified and adopted by Council.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 150 summarizes the transfers completed for the Core Public Safety Communication Facilities Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 150: Core Public Safety Comm Facilities Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 324 - Plan C Gen Fac merged to Core fees	Fund 374	Fund 324	\$69,177
Fund 352 - S MacArthur Area merged to Core fees	Fund 374	Fund 352	\$1,689
Fund 354 - ISP South merged to Core fees	Fund 374	Fund 354	\$5,921
Fund 355 - Presidio merged to Core fees	Fund 374	Fund 355	\$2,517
Total			\$79,304

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 375 – Core Traffic

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund the transportation infrastructure and facilities that are necessary to mitigate the traffic impacts created by new development in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 151 identifies the Core Traffic Fee for FY21-22.

Table 151: Core Traffic Fee

Land Use	Fee
Residential (per unit)	
SFR	\$5,924.00
MFR (attached 2-4)	\$2,844.00
HDR (attached 4+)	\$2,844.00
Non-Residential (per acre)	
Office	\$77,311.00
Commercial/Retail	\$111,553.00
Industrial	\$61,553.00

Note: Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.

Requirement 3: Beginning and ending balance in the fund

Table 152 summarizes the beginning and ending fund balances for Core Traffic for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 152 summarizes the fees collected and the interest earned for Core Traffic Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 152: Core Traffic Fund Summary

CORE Traffic	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$10,228
Interest/Investment Earnings ¹	(\$626,856)
Other Revenues	\$0
Total Revenues	(\$616,628)
Expenses	
Project Expenses	(\$20,612)
Other Expenses	\$0
Total Expenses	(\$20,612)
Transfers	\$28,773,231
Ending Fund Balance (June 30, 2022)	\$28,135,991

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 153 summarizes the Core Traffic Fund expenditures for FY21-22.

Table 153: Core Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IS Imp: Tracy & Valpico	72074	(\$1,418)	100%
TS: CHR & Valpico	72095	(\$19,007)	100%
Ender - 2399 Grant Line Road Rollup		(\$186)	
Total		(\$20,612)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 154 lists the priority projects and share of funding expected to come from the Core Fees. Exact timing and prioritization will be determined as part of the City's CIP process.

Table 154: Core Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow Road / Valpico Road	72095	\$847,006	In Progress	38%	363 - TIMP Traffic
Traffic Signal at Tracy Blvd./Valpico Road	72074	\$530,638	In Progress	100%	
Corral Hollow Road: 11th Street to Schulte Road	73103	\$2,684,258	2025/2026	31%	363 - TIMP Traffic
Valpico Road: Tracy Boulevard to 500' East of	73095	\$6,906,391	2022/2023	69%	363 - TIMP Traffic
Grant Line Road: I-205 to Lammers	73035	\$3,786,474	2022/2023	76%	363 - TIMP Traffic
Traffic Signal at Tracy Blvd./Valpico Road	72038/72074 (REIMB)	\$647,890	2022/2023	100%	
Tracy Blvd. Widening - Sycamore to Valpico and Linne	73062 (REIMB)	\$1,350,332	2022/2023	100%	
MacArthur Drive: Schulte Road to Valpico Road Phase I	7387/73126 (REIMB)	\$47,543	2022/2023	100%	
Valpico Road Extension: Pebblebrook to MacArthur	73061 (REIMB)	\$328,846	2022/2023	100%	
Grant Line Road / Lammers Road	72PP-081	\$58,960	In Progress	5%	363- TIMP Traffic Other TBD
Acquire ROW for Chrisman Road: I-205 to Grant Line Road	73090	\$2,791,330	Completed, Pending Reimbursement	90%	363- TIMP Traffic Other TBD
Corral Hollow Road: Old Schulte to I-580	73PP-046	\$2,096,449	2022/2023	10%	363- TIMP Traffic Other TBD
Grant Line Road: Byron Road to Street "A" (Power Road)	73PP-043	\$276,267	2023/2024	5%	363- TIMP Traffic Other TBD
Valpico Road / Sycamore Parkway	72082	\$233,237	2023/2024	35%	363- TIMP Traffic Other TBD
Tracy Boulevard / Gandy Dancer	72094	\$417,877	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Power Road (Street "A")	72PP-028	\$1,002,315	2023/2024	100%	
Corral Hollow Road / I-580 EB and WB	72PP-030	\$891,993	2023/2024	10%	363- TIMP Traffic Other TBD
Chrisman Road / Valpico Road	72PP-056	\$356,944	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Naglee Road / I-205 WB ramps	72PP-082	\$77,840	2024/2025	10%	363- TIMP Traffic Other TBD
I-205 EB Ramps / Grant Line Road	72PP-084	\$875,235	2024/2025	10%	363- TIMP Traffic Other TBD
Widen 11th Street: MacArthur Drive to Chrisman Road	73143	\$743,786	2024/2025	10%	363- TIMP Traffic Other TBD
MacArthur Drive: Approximately 650 LF from I-205 WB Ramps towards Arbor Ave, including frontage.	73PP-071	\$2,217,281	2024/2025	30%	363- TIMP Traffic Other TBD
Total		\$29,168,892			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 155 summarizes the transfers completed for the Core Traffic Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 155: Core Traffic Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 313 - Infill, Arterials merged to Core fees	Fund 375	Fund 313	\$920,155
Fund 323 - Plan C, Arterials merged to Core fees	Fund 375	Fund 323	\$3,760,957
Fund 351 - Northeast Industrial #1 merged to Core fees, Fund 377 - Core Reconciliation	Fund 375	Fund 351 / Fund 357 / Fund 377	\$12,142,263
Fund 352 - S MacArthur Area merged to Core fees	Fund 375	Fund 352	\$1,243,903
Fund 353 - I-205 Corridor merged to Core fees	Fund 375	Fund 353	\$7,420,423
Fund 354 - ISP South merged to Core fees	Fund 354	Fund 375	(\$180,371)
Fund 355 - Presidio merged to Core fees	Fund 375	Fund 355	\$3,430,058
Fund 357 - NEI, Ph 2 merged to Core fees	Fund 375	Fund 357	\$35,844
Total			\$28,773,231

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 376 – Core Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Fee is to fund the wastewater conveyance and treatment facilities that are necessary to provide wastewater services to future development in the Core Fee program area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 156 identifies the Core Wastewater Fee for FY21-22.

Table 156: Core Wastewater Fee

Land Use	Wastewater Treatment Plant ¹	Wastewater Conveyance Fee ^{2,3}
Residential (per unit)		
SFR	\$3,921.00	\$3,891.00
MFR (attached 2-4)	\$3,215.00	\$3,191.00
HDR (attached 4+)	\$2,627.00	\$2,607.00
Non-Residential (per acre)		
Office	\$19,918.00	\$19,769.00
Commercial/Retail	\$19,918.00	\$19,769.00
Industrial	\$18,467.00	\$18,329.00

¹ ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.

² NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.

³ ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1.

Requirement 3: Beginning and ending balance in the fund

Table 157 summarizes the beginning and ending fund balances for the Core Wastewater for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 157 summarizes the fees collected and the interest earned for the Core Wastewater Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 157: Core Wastewater Fund Summary

CORE Wastewater	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$11,702
Interest/Investment Earnings ¹	(\$69,395)
Other Revenues	\$0
Total Revenues	(\$57,692)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$3,368,767
Ending Fund Balance (June 30, 2022)	\$3,311,074

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in Table 158 are identified as the priority projects for this fund and are from the Core Fee Study and the City's FY22-23 CIP Budget. The fund balance in this fee program will be used to fund these projects until additional funding is collected to move on to next projects.

Table 158: Core Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
New Outfall Pipeline WW Treatment Plant - Larch Rd & Holly Dr	74083	\$218,184	In Progress	13%	523 - Wastewater Capital
East Side Sewer Upgrades	74084	\$721,013	In Progress	100%	
WWTP Expansion Phase 2B	74107	\$3,100,000	In Progress	10%	364 - TIMP Wastewater 337 - Ellis Wastewater 523 - Wastewater Capital
Total		\$4,039,197			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 159 summarizes the transfers completed for the Core Wastewater Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 159: Core Wastewater Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 325 - Plan C, Utilities merged to Core fees	Fund 376	Fund 325	\$231,417
Fund 351 - Northeast Industrial #1 merged to Core fees, Fund 377 - Core Reconciliation	Fund 376	Fund 351 / Fund 377	\$877,563
Fund 352 - S MacArthur Area merged to Core fees	Fund 376	Fund 352	\$238,494
Fund 353 - I-205 Corridor merged to Core fees	Fund 376	Fund 353	\$909,678
Fund 354 - ISP South merged to Core fees	Fund 376	Fund 354	\$376,991
Fund 355 - Presidio merged to Core fees	Fund 376	Fund 355	\$734,624
Total			\$3,368,767

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 377 – Core Water

Requirement 1: Brief description of the type of fee

The purpose of the Water Fee is to fund the water conveyance, water supply, and water treatment facilities that are necessary to provide water to future development in the Core Fee program area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 160 identifies the Core Water Fee for FY21-22.

Table 160: Core Water Fee

Land Use	Fee
Residential (per unit)	
SFR	\$6,047.00
MFR (attached 2-4)	\$4,354.00
HDR (attached 4+)	\$3,084.00
Non-Residential (per acre)	
Office	\$18,867.00
Commercial/Retail	\$25,156.00
Industrial	\$18,867.00

Note:

- NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- Plan C, except for Edgewood, bonded for water facilities and will not pay the Water Fee. Only Edgewood will pay the Core Fees Water Fee.
- ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment.

Requirement 3: Beginning and ending balance in the fund

Table 161 summarizes the beginning and ending fund balances for the Core Water for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 161 summarizes the fees collected and the interest earned for the Core Water Fee for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 161: Core Water Fund Summary

CORE Water	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$3,011
Interest/Investment Earnings ¹	\$2,855
Other Revenues	\$0
Total Revenues	\$5,867
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	(\$5,176,092)
Ending Fund Balance (June 30, 2022)	(\$5,170,226)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Sufficient funds have not been collected from this fee program to commence capital water improvements identified in the Core Fee Study. The fund is in a negative balance and fee collection will continue to cover the prefunding of Core Fee Water projects.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 162 summarizes transfers completed for the Core Water Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 162: Core Water Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 352 - S MacArthur Area merged to Core fees	Fund 377	Fund 352	\$144,306
Fund 353 - I-205 Corridor merged to Core fees	Fund 377	Fund 353	\$700,463
Fund 354 - ISP South merged to Core fees	Fund 377	Fund 354	\$301,747
Core water reconciliation with NEI, Ph 1 & Ph 2	Fund 357 / Fund 375 / Fund 376 / Fund 391	Fund 377	(\$6,322,609)
Total			(\$5,176,092)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 378 – Core Parks

Requirement 1: Brief description of the type of fee

The purpose of the Parks Fee is to fund the park and recreation needs generated by new development and growth in the Core Program area. Each new resident creates a demand for additional park and recreation facilities such as neighborhood parks and community parks. The City's adopted standard is to provide three acres of Neighborhood Park and one acre of Community Park for each 1,000 new residents. In order to accommodate these needs, new parks will be built and/or existing parks will be expanded. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 163 identifies the Core Parks Fee for FY21-22.

Table 163: Core Parks Fee

Land Use	Neighborhood Park	Community Park
Residential (per unit)		
SFR	\$6,100.00	\$1,159.00
MFR (attached 2-4)	\$4,991.00	\$949.00
HDR (attached 4+)	\$4,067.00	\$773.00
Non-Residential (per acre)		
Office	\$0.00	\$0.00
Commercial/Retail	\$0.00	\$0.00
Industrial	\$0.00	\$0.00

Requirement 3: Beginning and ending balance in the fund

Table 164 summarizes the beginning and ending fund balances for the Core Parks Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 164 summarizes the fees collected and the interest earned for the Core Parks Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 164: Core Parks Fund Summary

CORE Parks	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	\$11,747
Interest/Investment Earnings ¹	(\$88,057)
Other Revenues	\$0
Total Revenues	(\$76,311)
Expenses	
Project Expenses	(\$85,601)
Other Expenses	\$0
Total Expenses	(\$85,601)
Transfers	\$4,118,123
Ending Fund Balance (June 30, 2022)	\$3,956,212

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 165 summarizes the Core Parks Fund expenditures for FY21-22.

Table 165: Core Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Legacy Field Site Phase 1D	78164	(\$10,809)	32%
Gretchen Tally Park PH III	78170	(\$74,792)	73%
Total		(\$85,601)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in Table 166 is compiled from the Core Fee Study and the City's FY22-23 CIP Budget as projects currently in progress and utilizing the available funding in this fee program. Project construction will be prioritized through the City's CIP process as sufficient funds continue to be collected.

Table 166: Core Parks CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Aquatics Center	78054	\$1,991,720	In Progress	3%	307 - Measure V 371 - Core Public Facilities Developer Contributions
Gretchen Tally Park Phase III	78170	\$3,975,400	In Progress	73%	361 - TIMP Parks
Total		\$5,967,120			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 167 summarizes the transfers completed for the Core Parks Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 167: Core Parks Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 311 - Infill, Parks merged to Core fees	Fund 378	Fund 311	\$2,758,335
Fund 321 - Plan C, Parks merged to Core fees	Fund 378	Fund 321	\$1,365,746
Fund 352 - S MacArthur Area merged to Core fees	Fund 378	Fund 352	\$159,700
Fund 354 - ISP South merged to Core fees	Fund 378	Fund 354	(\$165,658)
Total			\$4,118,123

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 379 – Core Storm Drainage

Requirement 1: Brief description of the type of fee

The purpose of the Storm Drainage Fee is to fund the storm drainage facilities and improvements needed to serve new development within the Core Fees drainage area. As each new development is built, the amount of impervious area is increased, thus generating more storm water runoff that must be mitigated. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 168 identifies the Core Storm Drainage Fee for FY21-22.

Table 168: Core Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
SFR	\$2,263.00
MFR (attached 2-4)	\$1,503.00
HDR (attached 4+)	\$1,346.00
Non-Residential (per acre)	
Office	\$35,063.00
Commercial/Retail	\$35,063.00
Industrial	\$35,063.00

Note: NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The total Northeast Industrial drainage shed fee including program management FY 21/22 is shown.

SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed. The total South MacArthur and Rocha Storm Drainage Shed Fee including program management FY 21/22 is shown.

Requirement 3: Beginning and ending balance in the fund

Table 169 summarizes the beginning and ending fund balances for the Core Storm Drainage Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 169 summarizes the fees collected and the interest earned for the Core Storm Drainage Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 169: Core Storm Drain Fund Summary

CORE Drainage	Total
Beginning Fund Balance (July 1, 2021)	\$0
Revenues	
Fees Collected	(\$102,471)
Interest/Investment Earnings ¹	(\$160,745)
Other Revenues	\$0
Total Revenues	(\$263,217)
Expenses	
Project Expenses	\$0
Other Expenses	\$0
Total Expenses	\$0
Transfers	\$7,577,842
Ending Fund Balance (June 30, 2022)	\$7,314,625

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

¹ Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY21-22.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of Storm Drain improvements in Table 170 is compiled from the Core Fee Study and the City's FY22-23 CIP budget that are currently in progress and/or are anticipated to begin soon. Project construction will be prioritized through the City's CIP process. Additional projects will be prioritized through the City's CIP process as additional funds are available.

Table 170: Core Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
South MacArthur, Ph 2	76059	\$500,547	In Progress	100%
Detention Basin 2B (Zone 1)	76066 / 76081	\$5,855,822	2023/2024	100%
Detention Basin 2A (Zone 2)	76045	\$628,727	2023/2024	100%
Detention Basin V	76PP-XXX	\$120,328	2024/2025	100%
DET V Pump Station	76PP-XXX	\$180,832	2024/2025	100%
Reimbursement to Westside Outfall	76PP-XXX	\$835,403	2024/2025	100%
Total		\$8,121,659		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees

will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 171 summarizes transfers completed for the Core Storm Drainage Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 171: Core Storm Drain Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 312 - Infill, Strm Drn merged to Core fees	Fund 312	Fund 379	(\$111,740)
Fund 322 - Plan C, Strm Drn merged to Core fees	Fund 379	Fund 322	\$7,256,382
Fund 354 - ISP South merged to Core fees	Fund 379	Fund 354	(\$712,596)
Fund 355 - Presidio merged to Core fees	Fund 355	Fund 379	\$1,145,795
Total			\$7,577,842

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Fund 391 – Urban Management Plan- Program Management

Requirement 1: Brief description of the type of fee

The Program Management Fee is a five percent fee collected as a soft cost mark-up used to fund the cost related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of 5 percent on the project costs. The 5 percent is then Transferred to the program management fund. Table 172 shows how the Program Management Fee is calculated.

Table 172: Program Management Fee

Land Use	Fee
Residential (per unit)	
SFR	Fees * 0.05
MFR (attached 2-4)	Fees * 0.05
HDR (attached 4+)	Fees * 0.05
Non-Residential (per acre)	
Office	Fees * 0.05
Commercial/Retail	Fees * 0.05
Industrial	Fees * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 173 summarizes the beginning and ending fund balances for the Program Management Fee for FY21-22.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 173 summarizes the fees collected and the interest earned for the Program Management Fund for FY21-22. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 173: Program Management Fund Summary

Urban Mgt Plan-PM	Total
Beginning Fund Balance (July 1, 2021)	\$4,589,444
Revenues	
Fees Collected	\$1,998,884
Interest Earned	(\$263,381)
Other Revenues	\$0
Total Revenues	\$1,735,503
Expenses	
Project Expenses	(\$659,786)
Other Expenses	(\$512,771)
Total Expenses	(\$1,172,557)
Transfers In/Out	\$170,572
Ending Fund Balance (June 30, 2022)	\$5,322,961

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 25, 2022.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 174 summarizes the Program Management Fund expenditures for FY21-22. The Other Expenses from this fund were for reimbursement of staff and administrative time related to program management.

Table 174: Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Fee Funded
Public Facilities Master Plan	71107	(\$85,570)	100%
Public Safety Master Plan	71108	(\$60,889)	100%
Parks Master Plan	78179	(\$3,162)	100%
Storm Drain Master Plan	76086	(\$29,258)	100%
Transportation Master Plan	73173	(\$17,524)	100%
Infill Prgm Mgmt	79201	(\$11,172)	100%
I205 Area Prgm Mgmt	79203	(\$3,946)	100%
Plan C Prgm Mgmt	79204	(\$11,172)	100%
ISP South Prgm Mgmt	79205	(\$11,172)	100%
NE Indus Area #1 Prgrm Mgmt	79206	(\$3,946)	100%
South Mac Area Prgm Mgmt	79207	(\$11,172)	100%
NE Indus Area #2 Prgm Mgmt	79208	(\$11,172)	100%
Presidio Prgm Mgmt	79210	(\$3,947)	100%
TIMP Program Management	79212	(\$395,683)	100%
Total		(\$659,786)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used for program management costs associated with administering the various DIF funds versus a physical public improvement. This includes City staff and consultant time.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 175 summarizes the transfers completed for the Program Management Fund for FY21-22 as part of the close-out of the specific plan fee areas once the Core Fees were adopted.

Table 175: Program Management Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Fund 315 - Infill, Prgrm Mgmt merged to Core fees	Fund 391	Fund 315	\$1,231
Core PM reconciliation with NEI, Ph 1 & Ph 2	Fund 391	Fund 351 / Fund 377	\$169,341
Total			\$170,572

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY21-22.

Section 5 **Five-Year Findings Report**

In accordance with Government Code Section 66001, the City of Tracy addresses the five-year requirements with respect to any remaining funds in the DIF accounts, regardless of whether those funds are committed or uncommitted.

Requirement 1. An identification of the purpose to which the fee is to be put

When each fee was adopted by City Council, each had to undergo rigorous nexus requirements to identify the purpose of the fee; identify the use to which the fee is to be put; determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed; determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed. Section 4 of this report identifies the purpose of each fee within Requirement 1 of each fund subsection.

The adopted documents that detail the purpose of each fee in further detail are listed below:

Master Plan Fees

- Parks AB1600 Development Impact Fee Technical Memo (Harris & Associates, May 2012)
- Public Facilities AB1600 Development Impact Fee Technical Memo (Harris & Associates, April 2013)
- Public Safety Impact Fee Update (Harris & Associates, August 2019)
- Tracy Wastewater Conveyance and Treatment Development Impact Fee Study (CH2M HILL, January 2013)
- City of Tracy's Northeast Industrial Area Future Phases Water and Wastewater Development Impact Fee Technical Memorandum (Harris & Associates, September 2019)
- Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis (West Yost Associates, August 2013)
- Citywide Roadway & Transportation Master Plan Traffic Impact Fee Program (Kimley-Horn, November 2013)
- Storm Drainage Impact Fee Study: Lammers and Mountain House Watersheds (Harris & Associates, August 2019)
- Storm Drainage Impact Fee Study: Expanded Northeast Industrial Area and Eastside Industrial (Harris & Associates, July 2018)
- City of Tracy Citywide Storm Drain Master Plan Impact Fee Analysis (Stantec, November 2013)

Core Fees

- Core Fees Development Impact Fee Study (Harris & Associates, August 2021)

Ellis Fees

- Ellis Program Area Finance and Implementation Plan (Harris & Associates, August 2013)

Gateway Fees

- Tracy Gateway Project Infrastructure Cost Obligations & Phase 1 Finance and Implementation Plan Update (Harris & Associates, July 2007)

Requirement 2. A demonstration of a reasonable relationship between the fee and the purpose for which it is charged

As mentioned within Requirement 1 of the five-year findings above, each fee was required to demonstrate a reasonable relationship between the fee and the purpose for which it was charged. This relationship is identified within the studies listed in Requirement 1.

Respective studies have been reviewed and the methodology used to establish the fees are still considered valid. The respective methodologies illustrate the roughly proportional, reasonable relationship between the new development upon which the DIFs are charged and the need for the additional facilities by taking into account the additional residents and employees that will be generated by new development within the City and the City's existing facilities capacities to accommodate the additional growth. DIFs charged on new development are used to fund the additional facilities that will serve the residents and employees generated from new development.

Requirement 3. An identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program

Table 176 below summarizes the fund balance for each fund as of June 30, 2022, the balance that has been held for longer than five years, and the costs of the pending improvement projects. The future project costs are shown in further detail within Section 4, under Requirement 6 for each fund. The table within Requirement 6 of each fund identifies the sources and amounts of funding anticipated to complete financing of incomplete improvements of each fee. All fee programs satisfy the five-year test and have sufficient planned future improvement projects to cover the fund balances.

While the fee revenues collected from DIFs can be used by the City to build improvements, they are also used as a credit and reimbursement mechanism for developers who fund the construction of improvements triggered by their development project. The projects that are City built are programed into the City's Capital Improvement Program (CIP), indicating the approximate location, size and timing of projects, plus an estimated cost of all facilities or improvements to be financed by fees. The City has developed and adopted a CIP budget, which is updated annually, during the normal budget process. Mid-year budget adjustments occur as needed wherein staff seeks Council approval to modify the CIP list of projects, or to modify the budget allocated to specific CIP projects.

Table 176: Fund Balance to Future Project Cost Comparison

Fund No.	Fund Name	Fund Balance (as of 6/30/22)	Five Year Holdings Balance	Future Improvement Project Costs
316	Infill, Parking	\$88,451	\$86,274	\$90,000
331	Ellis Area Traffic	\$1,759,508	\$1,052,940	\$2,505,017
332	Ellis Area Drainage	\$2,486,664	\$477,685	\$5,705,100
333	Ellis Area Parks	\$2,763,649	\$4,621	\$15,101,461
334	Ellis Area Public Bldgs	\$2,603,597	\$1,104,873	\$2,960,032
335	Ellis Area Water	\$24,050	\$15,734	(See Note 1)
336	Ellis Area Recycled Water	\$35,517	\$0	\$5,617,291
337	Ellis Area Wastewater	\$2,695,675	\$0	\$12,229,522
350	NEI Storm Drain	\$2,569,288	\$0	\$4,024,626
356	Gateway	\$2,048,641	\$2,003,251	\$11,792,561
358	Ellis Area Prgrm Mgmt	(\$9,559)	\$0	\$0
360	TIMP, Pub Safety Comm	\$933,034	\$0	\$2,984,240
361	TIMP, Parks	\$9,465,555	\$2,437,916	\$17,847,058
362	TIMP, Strm Drn	\$12,597,119	\$9,681,419	\$20,164,960
363	TIMP, Traffic	\$24,511,319	\$0	\$41,008,631
364	TIMP, Wastewater	\$15,329,033	\$0	\$28,827,894
365	TIMP, Water	\$18,117,807	\$0	\$19,115,628
366	TIMP, Public Fac	\$4,912,884	\$0	\$5,903,387
367	TIMP, Public Safety PD	\$1,322,304	\$114,842	\$20,890,647
368	TIMP, Recycled Water	\$3,597,774	\$392,415	\$13,768,757
369	TIMP, Public Safety Fire	\$82,260	\$0	\$459,375
371	CORE Public Facilities	\$4,747,379	(See Note 2)	\$5,779,245
372	CORE Public Safety Fire	(\$171,002)	(See Note 2 & 3)	\$5,465,224
373	CORE Public Safety Police	\$3,242,783	(See Note 2 & 4)	\$1,636,826
374	CORE Public Safety Comm Facilities	(\$96,553)	(See Note 2)	\$0
375	CORE Traffic	\$28,135,991	(See Note 2)	\$29,168,892
376	CORE Wastewater	\$3,311,074	(See Note 2)	\$4,039,197
377	CORE Water	(\$5,170,226)	(See Note 2)	\$0
378	CORE Parks	\$3,956,212	(See Note 2)	\$5,967,120
379	CORE Drainage	\$7,314,625	(See Note 2)	\$8,121,659

Notes:

1. The Ellis Water fund balance consists of interest earnings and will be redistributed to other Ellis Funds.
2. The Core Fees Development Impact Fee Study adopted on January 18, 2022 through resolution consolidated older impact fee programs areas into a single fee area called the "Core Fees". The program areas that were incorporated into the Core Fees includes: I-205, Infill, ISP South, NEI I, NEI II, Plan C, Presidio, and SMPA. Due to the merger, accurate accounting of funds held longer than 5 years is difficult to ascertain. However, this table demonstrates that the each Core fund balance is sufficiently tied to programmed future project costs.
3. The Core Public Safety Fire fund balance includes transfers that were intended for Core Public Safety Police (Fund 373) and is missing transfers that were intended for Core Public Safety Fire. A fund transfer to correct this error will occur FY22-23. The current fund balance for this fund should be approximately \$2,422,498.
4. The Core Public Safety Police fund balance includes transfers that were intended for Core Public Safety Fire (Fund 372) and missing transfers that were intended for Core Public Safety Police. A fund transfer to correct this error will occur FY22-23. The current fund balance for this fund should be approximately \$649,283.

Requirement 4. A designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

The planned public improvement projects within each DIF fund and the anticipated construction start date can be found in Section 4, under Requirement 6 for each of the funds. Anticipated construction start date is listed when available. Due to CIP priority shifts, anticipated construction times may vary until additional information is gathered and priorities identified through the City's Capital Improvement Process.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-

ADOPTING A RESOLUTION 1) APPROVING THE AB1600: DEVELOPMENT IMPACT FEE ANNUAL REPORT & FIVE-YEAR REPORT FOR FISCAL YEAR 21-22 REGARDING DEVELOPMENT IMPACT FEE REVENUES AND EXPENDITURES, AND 2) MAKING FINDINGS REGARDING UNEXPENDED FUNDS FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH THE MITIGATION FEE ACT

WHEREAS, the Mitigation Fee Act, commonly referred to as AB 1600 and codified as Government Code sections 66000-66006, imposes requirements for the collection and expenditure of development impact fees; and

WHEREAS, Section 66006(b)(1) requires the City to prepare and make available to the public information for each separate account or fund, including: 1) a brief description of the fee, 2) the amount of the fee, 3) the beginning and ending balance, 4) the amount of the fees collected and interest earned, 5) an identification of each public improvement on which fees were expended, 6) the amount of expenditures on each improvement including the total percentage of the cost that was funded with fees, 7) an identification of an approximate date by which the construction of the public improvement will begin if the city determines sufficient funds have been collected, 8) a description of each interfund transfer or loan, including the public improvements on which the transferred or loaned fees will be expended, and, 9) in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest, and the amount of refunds made, if any; and

WHEREAS, the report satisfies all eight requirements with respect to Fiscal Year 21-22; and

WHEREAS, for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted: 1) an identification of the purpose to which the fee is to be put; 2) a demonstration of a reasonable relationship between the fee and the purpose for which it is charged; 3) an identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program; and 4) a designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund; and

WHEREAS, the report satisfies all four requirements with respect to remaining funds;; and

WHEREAS, the report must be made available to the public within 180 days after the end of each fiscal year; and

WHEREAS, the Report is intended to satisfy the annual reporting requirements for Fiscal Year 21-22 as well as the requisite five-year findings for Fiscal Years 17-18 through 21-22; and

WHEREAS, the City maintains 48 different Development Impact Fee (DIF) funds, with combined collected revenues of \$49,940,571, in Fiscal Year 2021-2022; and

WHEREAS, development impact capital expenditures for Fiscal Year 2021-2022 totaled \$29,233,920; and

WHEREAS, during Fiscal Year 21-22, the City of Tracy underwent a large-scale reorganization of Development Impact Fees to facilitate a more uniformed and manageable administration of the DIF program; and

WHEREAS, the Core Fees Development Impact Fee Study adopted on January 18, 2022 through Resolution 2022-008 consolidated the older specific plan-based impact fee programs into a single fee area called the "Core Fees;" and

WHEREAS, The City went from maintaining ten fee program areas with 48 funds to now maintaining three main fee areas and 32 funds; and

WHEREAS, The main fee areas are the Core Fees, Master Plan Fees, and the Ellis Fees; and the Gateway Phase 1 will be consolidated with the City Master Plan Area in the future; and

WHEREAS, staff, working with Harris and Associates, has prepared the AB1600: Development Impact Fee Annual Report & Five-Year Report For Fiscal Year 21-22 (Report);

WHEREAS, the Report and includes information from the funds that were consolidated during Fiscal Year 21-22 and the new funds that were created with the Core Fees DIF Study;

WHEREAS, the Report also includes additional information on remaining funds held in each fund; and now therefore, be it

RESOLVED: The City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council hereby finds, in accordance with the Mitigation Fee Act, that, with respect to any remaining fees in the DIF funds, the Report 1) adequately identifies the purpose to which such fees are to be put; 2) demonstrates a reasonable relationship between the fees and the purposes for which they were charged; 3) identifies all sources and amounts of funding anticipated to complete financing of incomplete improvements in the DIF program; and 4) designates the approximate dates on which the funding is expected to be deposited into the appropriate account or fund; and be it further

RESOLVED: That the City Council hereby adopts the AB1600: Development Impact Fee Annual Report & Five-Year Report for Fiscal Year 21-22 regarding development impact fee revenues and expenditures .

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council: (1) accept the demolition work of the structure at 2399 E. Grant Line Road, Tracy, California, a non-CIP project, which was completed by CVE Contracting Group, Inc. dba Central Valley Environmental, of Fresno, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

EXECUTIVE SUMMARY

City staff requests that the City Council accept the demolition work of the Structure at 2399 E. Grant Line Road, Tracy, California, as complete. Project costs are within the available budget and work was completed in a timely manner and in accordance with the plans and specifications as provided. Staff recommends the City Council accept the project as complete to enable the Interim City Engineer to release the contractor's bonds and retention payment.

BACKGROUND AND LEGISLATIVE HISTORY

On March 28, 2022, City Manager approved and awarded a construction contract to CVE Contracting Group, Inc. dba Central Valley Environmental, of Fresno, California for the Structure Demolition project at 2399 E. Grant Line Road, Tracy, California, a non-CIP project.

The scope of the project included water pollution control, installation of BMPs (Best Management Practices), clearing & grubbing, disconnection and stubbing of all utilities, abatement of lead and asbestos materials as per required by the law, demolition and disposal of existing +/- 1,300 SF wood framed house crawl space and side wall, and demolition and disposal of +/- 500 SF wooden shed, removal and disposal of all trees, stump grind and a few other minor works related to.

Engineering staff prepared the plans and specifications and advertised the project for competitive bids on January 21, and January 28, 2022. Bids for this project were publicly opened on February 22, 2022.

No change orders were issued as part of this project.

The contractor has completed all the work required to be done in accordance with the plans and specifications and has requested acceptance of the project. The City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications.

The project has been completed within the time frame of the original contract.

ANALYSIS

The property at 2399 E. Grant Line Road was acquired by the City as part of the intersection widening at Grant Line and Paradise in the NEI One Development area. The structures on the site have been an attractive nuisance for vandals and a maintenance problem for Public Works, and fencing was previously installed along the perimeter to prevent public access.

FISCAL IMPACT

Final project costs were within budget as follows:

A. Construction Contract Amount	\$ 18,807
B. Approved Change orders	\$ 0
C. Design, construction management, inspection, Testing & miscellaneous project management Expenses	\$ 1,860
Total Project Costs	\$ 20,667
Total Budget Amount	\$ 21,000
Budget Remaining	\$ 333

The Structure Demolition project at 2399 E. Grant Line Road, Tracy, California, a non-CIP project is an approved project with a total project cost of \$20,667. The total project budget is \$21,000. Funding is from the NEI One Fund (351) and the fund will be reimbursed when the property is sold by the City.

COORDINATION

The demolition of the property was coordinated by City Attorney's Office & NEI Development Group and turned over to Engineering for the Demolition Plans and Specifications leading up to the oversight of the demolition of the property.

CEQA DETERMINATION

This project is exempt under California Environmental Quality Act, under the Ministerial Exemption, CEQA Guidelines Section 151268.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council (1) Accept the demolition work of the structure at 2399 E. Grant Line Road, Tracy, California, a non-CIP project, which was completed by CVE Contracting Group, Inc. dba Central Valley Environmental, of Fresno, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin Recorder's Office; (3) authorize the Interim City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

Prepared by: Leisser Mazariegos, Associate Engineer

Reviewed by: Koosun Kim, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

(1) ACCEPTING THE DEMOLITION WORK OF THE STRUCTURE AT 2399 E. GRANT LINE ROAD, TRACY, CALIFORNIA, A NON-CIP PROJECT, WHICH WAS COMPLETED BY CVE CONTRACTING GROUP, INC. DBA CENTRAL VALLEY ENVIRONMENTAL, OF FRESNO, CALIFORNIA;

(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE;

(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT; AND

(4) AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT.

WHEREAS, on March 28, 2022, the City Manager approved and awarded a construction contract to CVE Contracting Group, Inc. dba Central Valley Environmental, of Fresno, California (Contractor) for the structure demolition at 2399 E. Grant Line Road, Tracy, California, a Non-CIP Project; and

WHEREAS, the contractor has completed all the work required to be done in accordance with the plans and specifications and has requested acceptance of the project. The Interim City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications; and

WHEREAS, No change orders were issued as part of this project; and

WHEREAS, The status of budget costs is as follows; and

A. Construction Contract Amount	\$ 18,807
B. Approved Change orders	\$ 0
C. Design, construction management, inspection, Testing & miscellaneous project management Expenses	\$ 1,860
Total Project Costs	\$ 20,667
Total Budget Amount	\$ 21,000
Budget Remaining	\$ 333

WHEREAS, the Project has been completed with the available budget, within the time frame of the original contract plus the time extension given to the contractor for extra work, including rain delays, per plans, specifications, and City of Tracy Standards; and

WHEREAS, 2399 E. Grant Line Road Demolition Project, a Non-CIP, is an approved project with total funding Project cost of \$18,807. The total project budget is \$21,000, which allowed for the project to come in right on budget. The total project budget funding is from the NEI One Fund (351) and the fund will be reimbursed when the property is sold by the City, per the judgement; now therefore, be it

RESOLVED: That the City Council; (1) accept the demolition work of the structure at 2399 E. Grant Line Road, Tracy, California, a non-CIP Project, which was completed by CVE Contracting Group, Inc., dba Central Valley Environmental, of Fresno, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council: (1) accept the demolition work of the structure at 714 N. Central Avenue, Tracy, California, a non-CIP project, which was completed by Unlimited Environmental, Inc., of Long Beach, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorders Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

EXECUTIVE SUMMARY

City staff requests that the City Council accept the demolition work of the structure at 714 N. Central Avenue, Tracy, California, as complete. Project costs are within the available budget and work was completed in a timely manner and in accordance with the plans and specifications as provided. Staff recommends the City Council to accept the project as complete to enable the City Engineer to release the contractor's bonds and retention payment.

BACKGROUND AND LEGISLATIVE HISTORY

On June 1, 2022, City Manager approved and awarded a construction contract to Unlimited Environmental, Inc., of Long Beach, California for the structure demolition at 714 N. Central Avenue, Tracy, California, a Non-CIP Project.

The scope of the project included demolition of the unreinforced masonry structure at 714 N. Central Avenue, removal and disposal of all resulting material, traffic control, temporary construction fencing, demolition safety plan, and a few other minor work items related to the demolition.

Engineering staff prepared the plans and specifications and advertised the Project for competitive bids on March 11, and March 18, 2022. Bids for this Project were publicly opened on March 30, 2022.

One change order was issued. After the demolition was completed, and removal and disposal were occurring, additional footings were found onsite, which were not identified in the original scope of work. Staff directed the contractor to demolish, remove and dispose of the additional structure.

The contractor has completed all the work required to be done in accordance with the plans and specifications and has requested acceptance of the project. The City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications.

The project has been completed within the time frame of the original contract.

Demolition of the structure located at 714 N. Central Avenue, Tracy, California is authorized under Case No. STK-CV-URP-2018-9827-FINAL JUDGEMENT PURSUANT TO STIPULATION, MAY 24, 2021.

ANALYSIS

Commencing in December 2008, 714 N. Central Avenue, Tracy (Property) was inspected by a City Code Enforcement official and found to have building and electrical code violations. The Property was inspected again on June 28, 2012, and a Notice and Order was issued for hazardous electrical wiring and inadequate existing facilities as well as the violations from the 2008 inspection. The Property was inspected on March 24, 2016, and another Notice and Order was issued for structural deficiencies as evidenced by the floor buckling and the brick façade detaching from the front entryways, causing the Property to be unsafe to occupy. The Structural Engineer inspected the Property, at the request of the City on August 26, 2016, and determined that there were multiple deficiencies in the structure of the building due to the unreinforced masonry and compromised floor systems on the first and second floors. A Notice and Order was issued on October 26, 2017, which determined that there were numerous conditions on the Property which violated the 1997 Uniform Code for the Abatement of Dangerous Buildings, The California Building Code, The California Plumbing Code the California Fire Code, The California Health and Safety Code, and the Tracy Municipal Code.

On October 26, 2017, Notice and Order required certain corrective actions, which were not completed by the Property Owner. The Property Owner appealed the Notice and Order to the Board of Appeals on November 3, 2017, and hearings were held on the appeal on January 25, 2018, and March 21, 2018. The Board of Appeals considered all relevant documents relating to the appeal, including but not limited to code enforcement records, all other relevant documents, oral testimony and all other relevant evidence relating to the Property, the violations set forth in the Notice to Owners, and the appeal of the Property Owner. The Board of Appeals issued a written decision on March 21, 2018. The Property owner timely appealed that decision to the City of Tracy. On May 22, 2018, the City Council held a public hearing on the Property owner's appeal during which the City Council heard and considered all relevant documents submitted to it relating to the appeal, including but not limited to code enforcement records, reports issued by hired professionals for both the City and Appellant, and all other relevant documents, oral testimony and all other evidence relating to the Property, the violations set forth in the Notice and Order and both the appeal to the Board of Appeals and the Appeals to the City Council. The Board of Building Appeals that failure to correct the aforementioned violations within the timelines set forth above, resulted in the City initiating immediate nuisance abatement proceedings for any and all code violations at the Property and City Council of the City of Tracy orders that the Property owners appeal dated April 12, 2018 was denied and the Board of Appeals' final written decision (Board of Appeals Resolution No. 2018-001) be upheld subject to the terms and conditions set forth.

The Resolution was passed and adopted by the City of Tracy Council on June 5, 2018.

FISCAL IMPACT

Final project costs were within budget as follows:

A.	Construction Contract Amount	\$ 82,000
B.	Approved Change orders	\$ 8,135
C.	Design, construction management, inspection, Testing & miscellaneous project management Expenses	\$ 16,343
Total Project Costs		\$ 106,478
Total Budget Amount		\$ 110,000
Budget Remaining		\$ 3,522

The Structure Demolition at 714 N. Central Avenue, Tracy, California, a non-CIP project, is an approved project with a total project cost of \$106,478. The total project budget is \$110,000. This project was completed on budget. The project was funded in the General Fund and the City will be reimbursed for the cost of permits, and demolition by the property owner, per the judgment.

PUBLIC OUTREACH/ INTEREST

On May 22, 2018, the City Council held a public hearing on the Property owner's appeal during which the City Council heard and considered all relevant documents submitted to it relating to the appeal, including but not limited to code enforcement records, reports issued by hired professionals for both the City and Appellant, and all other relevant documents, oral testimony and all other evidence relating to the Property, the violations set forth in the Notice and Order and both the appeal to the Board of Appeals and the Appeals to the City Council.

COORDINATION

Coordination leading up to the determination that the demolition of property 714 N. Central Avenue was reached by the Building Division, Code Enforcement, and City Attorney's Office and turned over to Engineering for the Demolition Plans and Specifications leading up to the oversight of the actual demolition of the property.

CEQA DETERMINATION

This project is exempt under California Environmental Quality Act, under the Ministerial Exemption, CEQA Guidelines Section 151268.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council: (1) accept the demolition work of the structure at 714 N. Central Avenue, Tracy, California, a non-CIP Project, which was completed by Unlimited Environmental, Inc., of Long Beach, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Records Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

Prepared by: Leisser Mazariegos, Associate Engineer

Reviewed by: Koosun Kim, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

Attachment A – City of Tracy vs. BBS Adventures Final Judgement Pursuant to Stipulation

1 Thomas H. Keeling (SBN 114979)
 2 Michael N. Morlan (SBN 126190)
 3 FREEMAN FIRM
 4 1818 Grand Canal Boulevard, Suite 4
 5 Stockton, California 95207
 6 Telephone: (209) 474-1818
 7 Facsimile: (209) 474-1245
 8 Email: tkeeling@freemanfirm.com

9 Leticia Ramirez (SBN 289934)
 10 City Attorney
 11 Assistant City Attorney
 12 CITY OF TRACY
 13 CITY ATTORNEY'S OFFICE
 14 333 Civic Center Plaza
 15 Tracy, California 95376
 16 Telephone: (209) 831-6130
 17 Facsimile: (209) 831-6137

18 *Attorneys for Plaintiff The City of Tracy*

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 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN JOAQUIN

THE CITY OF TRACY, a California Municipal
 Corporation,

Plaintiff,

vs.

BBS ADVENTURES, LLC, a Suspended
 California Limited Liability Company, and
 DOES 1 through 20, Inclusive,

Defendants.

Case No. STK-CV-URP-2018-9827

[This Case Has Been Assigned to Judge Robert T.
 Waters, Dept. 11B For All Purposes, Including
 Trial]

~~PROPOSED~~ FINAL JUDGMENT
 PURSUANT TO STIPULATION

Trial Date: May 24, 2021

Time: 1:30 p.m.

Dept.: 11B

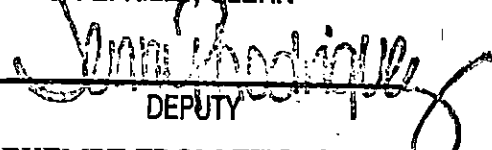
Complaint Filed: August 10, 2018

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2021-05-19 15:41:14

MAY 20 2021

Filed _____
 BRANDON E. RILEY, CLERK

By 
 DEPUTY

EXEMPT FROM FILING FEES
 PURSUANT TO GOVERNMENT
 GOVERNMENT CODE SECTION 6103

1 WHEREAS, plaintiff The City of Tracy ("City") and defendant BBS Adventures, LLC
2 ("BBS"), by and through their respective attorneys of record, have stipulated to the entry of this Final
3 Judgment without trial of any issue of fact or law;

4 AND WHEREAS, City and BBS agree to be bound by the provisions of this Final Judgment;

5 NOW THEREFORE, without trial of any issue of fact or law, and upon consideration of the
6 Stipulation for Entry of Final Judgment executed by the City and BBS, filed herewith, and good cause
7 appearing therefore, it is ORDERED, ADJUDGED AND DECREED:

8 1. Within 90 days from entry of this Final Judgment, BBS shall remedy to City's
9 approval, which approval shall not be unreasonably withheld, all of the violations set forth on pages 3-
10 5 of City Council Resolution 2018-098, attached hereto as Exhibit "A" and incorporated herein ("Full
11 Compliance").

12 2. If BBS fails to achieve Full Compliance within 90 days from entry of this Final
13 Judgment, City and its employees, agents and contractors, shall have the right, but not the obligation,
14 to immediately enter onto the property commonly known as 714 North Central Avenue, Tracy,
15 California (APN 235-162-09) (the "Property") and undertake all activities related to preparing for and
16 demolishing the improvements located on the Property ("City's Activities").

17 3. City shall have sole authority and discretion to determine how it wishes to dispose of
18 any or all of the building materials remaining after the Property improvements are demolished,
19 including, but not limited to, leaving some or all of such materials on the Property. BBS shall have
20 no right in or claim to any of the building materials that do not remain on the Property after City's
21 Activities have been completed.

22 4. BBS shall at all times allow City and its employees, agents and contractors, to access
23 the Property and improvements to complete all tasks City determines necessary to complete the City's
24 Activities. BBS shall have no right to object to any of the methods chosen by City to undertake and
25 complete City's Activities.

26 5. Within 30 days from the date that City's Activities are completed, City shall send a bill
27 to BBS at BBS Adventures, LLC, P.O. Box 4471, Vallejo, CA 94590, with a copy to Law Office of
28 Daniel Butt, 111 Park Place, Suite 204, Richmond, CA 94801, for all of the costs and expenses

1 incurred by the City that are related to the City's Activities ("City's Activities Bill"). Upon request
2 by BBS, City shall provide BBS with copies of all invoices received by City from third party
3 contractors who provided services in connection with City's Activities.

4 6. Within 30 days of City sending the City's Activities Bill to BBS, BBS shall pay to City
5 the entire amount of the bill without objection, opposition, protest or setoff.

6 7. If BBS fails to timely pay City the entire City's Activities Bill, then City shall have the
7 right, but not the obligation, to submit the bill to the Court on an ex parte basis, whereupon the Court
8 shall insert the amount of the bill into the blank space hereinbelow. BBS shall have no right to object,
9 oppose or protest the Activities Bill or the insertion of the bill amount into the following portion of
10 this Judgment:

11 IT IS HEREBY ORDERED AND ADJUDGED that BBS Adventures, LLC
12 shall pay the sum of \$ TBD to The City of Tracy.

13 8. The court shall retain jurisdiction over the parties to enforce the parties' settlement and
14 stipulation pursuant to Code of Civil Procedure § 664.6 and to enforce this Final Judgment.

15 Dated: 5/20/, 2021


JUDGE OF THE SUPERIOR COURT

ROBERT T. WATERS

EXHIBIT A

RESOLUTION 2018-098

UPHOLDING AND CONDITIONING THE CITY OF TRACY BOARD OF APPEALS' MARCH 21, 2018 RESOLUTION (BOARD OF APPEALS RESOLUTION 2018-001 UPHOLDING A CITY OF TRACY NOTICE AND ORDER DATED OCTOBER 26, 2017, FOR VIOLATIONS RELATED TO THE 2016 BUILDING CODE (CBC), 2016 CALIFORNIA PLUMBING CODE (CPC), 2016 CALIFORNIA ELECTRICAL CODE (CEC), 2016 CALIFORNIA FIRE CODE (CFC), THE CALIFORNIA HEALTH AND SAFETY CODE (H&S), THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS (UCADB), AND SECTION 10.08.3460(A) OF THE TRACY MUNICIPAL CODE FOR PROPERTY LOCATED AT 714 NORTH CENTRAL AVENUE, TRACY, CA.)

WHEREAS, on April 12, 2018, Appellant and Property owner timely appealed a March 21, 2018 decision of the Board of Appeals (Board of Appeals Resolution 2018-001) in which the Board of Appeals upheld an October 26, 2017 Notice and Order issued to the property owners of 714 North Central Avenue, Tracy, California (APN 235-162-09) ("Property"), and

WHEREAS, the Property is owned by BBS Adventures, LLC, Bradley S. Albom (Managing Partner), and

WHEREAS, commencing in December, 2008, the Property was inspected by a City Code Enforcement official and found to have building and electrical code violations, and

WHEREAS, the Property was inspected again on June 28, 2012 and a Notice and Order was issued for hazardous electrical wiring and inadequate exiting facilities as well as the violations from the 2008 inspection, and

WHEREAS, the Property was inspected again on March 24, 2016 and another Notice and Order was issued for structural deficiencies as evidenced by the floor buckling and the brick façade detaching from the front entry way, causing the Property to be unsafe to occupy, and

WHEREAS, a structural engineer inspected the Property, at the request of the City, on August 26, 2016 and determined that there were multiple deficiencies in the structure of the building due to the unreinforced masonry and compromised floor systems on the first and second floors, and

WHEREAS, a Notice and Order was issued on October 26, 2017, which determined that there were numerous conditions on the Property which violated the 1997 Uniform Code for the Abatement of Dangerous Buildings (UCADB § 302(1)(2)(4)(5)(6)(7)(8)(13)(16)); the California Building Code (105.1, 111.1); the California Plumbing Code (801.2, 803.3, 814.1); the California Fire Code

(304.1.1, 110.1.1); the California Electrical Code (110.3(B), 334.10(3)); the California Health and Safety Code (17920.3(b)(4), (d), (f), (j), (l)); and the Tracy Municipal Code (5.20.050). A copy of the Notice and Order is attached hereto and hereinafter incorporated by reference as Exhibit A, and

WHEREAS, the October 26, 2017 Notice and Order required certain corrective actions, which have not been taken by the Property owner, and

WHEREAS, the Property owner appealed the Notice and Order to the Board of Appeals on November 3, 2017, and hearings were held on the appeal on January 25, 2018 and March 21, 2018, and

WHEREAS, the Board of Appeals considered all relevant documents relating to the appeal, including but not limited to code enforcement records, and all other relevant documents, oral testimony and all other relevant evidence relating to the Property, the violations set forth in the Notice and Order and the appeal of the Property owner, and

WHEREAS, the Board of Appeals issued a written decision (Board of Appeals Resolution 2018-001) on March 21, 2018, and

WHEREAS, the Property owner timely appealed that decision to the City of Tracy City Council, and

WHEREAS, on May 22, 2018, the City Council held a public hearing on the Property owner's appeal during which the City Council heard and considered all relevant documents submitted to it relating to the appeal, including but not limited to code enforcement records, reports issued by hired professionals for both the City and Appellant, and all other relevant documents, oral testimony and all other evidence relating to the Property, the violations set forth in the Notice and Order and both the appeal to the Board of Appeals and the appeal to the City Council;

NOW THEREFORE, BE IT RESOLVED by the Board of Building Appeals that it hereby makes the following findings based on the evidence, including oral testimony, presented at the May 22, 2018 City Council :

1. The foregoing recitals are true and correct and are incorporated herein as findings.
2. The Notice and Order dated October 26, 2017, and all violations contained therein, are appropriate interpretations pertaining to the enforcement of the UCADB, the California Building Standards, the Health and Safety Code and the Tracy Municipal Code and the violations are an ongoing health and safety concern.
3. The violations have been continuing to some degree since 2008 and all required actions to correct the violations and the timelines for that



corrective action set forth in the Notice and Order dated October 26, 2017 are appropriate and reasonable.

BE IT FURTHER RESOLVED, that the City Council imposes the following condition on the Board of Appeals March 21, 2018 determination: All corrections set forth below shall be made by the Property owners and shall be completed within the timelines set forth below:

<u>Violations Presenting Imminent Hazards (Exterior of Building on Property) – Observed conditions 1, 2, 5, 6, and 7 in Exhibit A.</u>	<u>Violations Presenting Non-Imminent Hazards (Interior and Exterior of Building on Property) – Observed Conditions 3, 4, 8, 9, and 10 in Exhibit A.</u>
Observed condition 1: The west wall facing Central Avenue is in a deteriorated condition due to foundation settlement because of poor soil conditions in violation of UCADB § 302, subdivisions 4, 7, and 8. • Required correction(s): Properly support foundation to prevent further settlement and potential failure of the foundation. Observed condition 2: There is an unsupported parapet section approximately four feet above the roofline in violation of UCADB § 302, subdivisions 5, 6, and 7. • Required correction(s): Secure or remove the parapet on the west side of the building to prevent the collapse of the parapet on the public right of way. Observed condition 5: The overhang at the west side of the building, directly over the public way, has deteriorated and appears to have become partially detached from the structure. Dry rot may be present. This is in violation of UCADB § 302, subdivisions 4, 5, and 6. • Required correction(s): Provide proper attachment for the overhang to prevent it from falling on the public right of way. Replace any framing that has been damaged	Observed condition 3: There are damages on the second story in two areas and joists are deflected from the building in violation of UCADB § 302, subdivisions 1 and 7. • Required correction(s): Provide an engineered solution for support of the floor joists to mitigate the deflection in the joists. Observed condition 4: The floor framing members in the first floor area near the bar and entry have failed in violation of UCADB § 302, subdivisions 1, 2, and 4. • Required correction(s): Repair or replace damaged floor joists in order to provide proper support for the floor. Observed condition 8: Due to the weight of the items stored on the second floor and the damaged joists on the second floor, the floor is susceptible to failure in violation of UCADB § 302, subdivisions 1, 4, 6, and 7. • Required correction(s): Remove or relocate stored materials to an area that is designed to handle the additional load of the floor storage. Observed condition 9: See copy of correction notices dated August 18, 2015 and October 5, 2015, attached hereto and

due to dry rot. Observed condition 6: The masonry chimney at the south wall is leaning and deteriorated in violation of UCADB § 302, subdivisions 4, 5, 6, and 7. • Required correction(s): Repair or remove the chimney to prevent it from dislodging and falling on the public right of way. Observed condition 7: Due to the damaged second floor and the damaged roof and ceiling framing at the west side of the building, the ability of the structure to resist lateral forces is compromised in violation of UCADB § 302, subdivisions 4 and 7. • Required correction(s): Replace the temporary bracing of the ceiling joists with permanent support of roof framing. Per UCADB § 401.2, subdivision 3.1, all required permits must be secured to repair the building and the work physically commenced no later than 60 days from the date of this resolution. The 60 day timeline is as follows: • 21 calendar days to submit plans and pay all plan check fees, • 5 calendar days to resubmit plans, • 3 calendar days to resubmit plans, • 9 calendar days to receive permit(s) and pay all related fees. Per UCADB § 401.2, subdivision 3.1, the building official has established the completion time as follows: • For observed conditions 2, 5, 6, and 7 in Exhibit A, all work must be completed 30 days from the date of permit issuance, • For observed condition 1 in Exhibit A, all work must be completed 90 days from the date of permit	hereinafter incorporated by reference as Exhibit B. The conditions stated in the correction notices remain unresolved in violation of UCADB § 302, subdivisions 8, 13, and 16. • Required correction(s): Reinstate permits and complete identified corrections. The August 18, 2015 correction is associated with permit number 14-2432. The October 5, 2015 correction is associated with permit number 09-1477. Observed condition 10: Refer to expired permit numbers below and to the comments for each permit, attached hereto and hereinafter incorporated by reference as Exhibit C: • 99-196 • 00-3768 • 05-1140 • 08-1739 • 09-1477 • 13-0383 • 13-0639 • 13-1429 • 14-2432 • Required correction(s): Reinstate permits and finalize work identified in the scope of the permits. The period to begin corrections of observed conditions 3, 4, 8, 9, and 10 will commence on the date of this resolution, and the timeline for correction of conditions 3, 4, 8, 9 and 10 shall be as follows: • 90 calendar days to submit plans and pay all plan check fees, • 20 working days to resubmit plans, • 10 working days to resubmit plans, • 10 working days to resubmit plans, • Permit(s) issued upon payment of all fees, • Complete all corrections 120

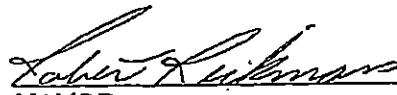
issuance.	calendar days from permit issuance.

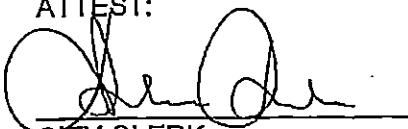
BE IT FURTHER RESOLVED, that failure to correct the aforementioned violations within the timelines set forth above, shall result in the City initiating immediate nuisance abatement proceedings for any and all code violations at the Property.

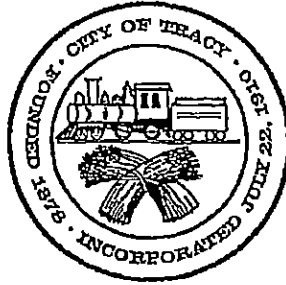
BE IT FURTHER RESOLVED, that based on the aforementioned findings, the City Council for the City of Tracy orders that the Property owner's appeal dated April 12, 2018 is denied and the Board of Appeals' final written decision (Board of Appeal Resolution 2018-0001) be upheld subject to the terms and conditions set forth herein:

The foregoing Resolution 2018-098 was passed and adopted by the Tracy City Council on the 5th day of June by the following vote:

AYES: COUNCIL MEMBERS: DEMENT, RANSOM, YOUNG, VARGAS, RICKMAND
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK



City of Tracy
Development Services Department
Code Enforcement Division
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6400

NOTICE AND ORDER

Date: October 26, 2017
Case Number: 16CD-0188
Assessor Parcel Number: 235-162-09
Property Address: 714 North Central Avenue, Tracy, CA 95376
Property Owner: BBS Adventures LLC
Mailing Address: P.O. Box 4471, Vallejo, CA 94590

**BBS ADVENTURES LLC,
AS OWNER OF THE ABOVE REFERENCED PROPERTY,
YOU ARE HEREBY SERVED THIS NOTICE AND ORDER**

The City of Tracy (City) has received and confirmed reports of violations on a commercial property located at 714 North Central Avenue, Tracy, hereinafter referred to as "referenced property", specifically violations relative to the 2016 California Building Code (CBC), 2016 California Plumbing Code (CPC), 2016 California Electrical Code (CEC), 2016 California Fire Code (CFC) the California Health and Safety Code (H & S), the 1997 Uniform Code for the Abatement of Dangerous Buildings (UCADB), and Section 10.08.3460 (a) of the Tracy Municipal Code.

Background

This referenced property was first inspected on or about December 2008, during which time code violations and structural deficiencies to the unreinforced masonry building were observed. The property owner, Brandon Perry, was contacted, advised and issued a notice of violation. Three notice and orders have been served on the property since the 2008 date. The City has issued permits and conducted inspections beginning in late 2008 through 2015 in an attempt to bring the building into compliance, but full compliance has not been achieved.

Notice and Order
714 N. Central Avenue
October 25, 2017
Page 2

Recent Action:

On or about March 21, 2016, Code Enforcement received reports regarding concerns with the referenced property's first and second floor, including floor buckling and brick façade detaching from the front entry way adjacent to the public sidewalk. On or about March 21, 2016, an inspection was conducted to assess the reported concerns with the following conclusion:

- The tenant and subsequently the property owner were advised that the floor area deflection had no apparent known cause without further investigation. It was also noted that this condition affected the exiting system coupled with noticeable exterior elements becoming detached from the building. The tenant and property owner were notified that an engineer would need to evaluate the cause of the floor system failure and any other deficiencies that may be discovered during the investigation. The property owner was also notified that in addition to outcome of this report the remaining structural defects specified in previous engineer's reports by RAS Engineers and Associates will need to be addressed. The engineers were also to inspect the overall condition and structural integrity of the building due to the age and deterioration of the buildings structure.

On April 4, 2016, a City of Tracy Demolition Permit was issued for removal of the flooring on the first floor. Demolition of the flooring was complete and the permit signed off as final on July 21, 2016. No additional permits were pulled for the work required to abate the violations noted in the Notice and Orders dated February 3, 2009, June 28, 2012 and March 23, 2016.

The City hired an independent structural engineer to evaluate the building and with consent of the property owner an inspection was performed by Mozaffari Engineering on August 26, 2016. Mozaffari Engineering's report was submitted on September 9, 2016, attached. Due to concerns for further deterioration of the structure associated with heavy rainfall and no activity towards remediation of the deficiencies on the referenced building, a second inspection was performed with the same City contracted structural engineer on February 27, 2017, also attached. Due to the lack of access, the interior of the building was not inspected.

After reviewing the reports from Mozaffari Engineering dated September 9, 2016; March 13, 2017 and Richards A. Strand Engineering report dated April 28, 2016, the City has concluded the following conditions constitute a hazard to the general public and therefore have determined that under the following conditions of the 1997 Uniform Code for the Abatement of Dangerous Buildings this building must be either repaired or demolished.

Conditions:

1. The west wall facing Central Avenue is in a deteriorated condition due to foundation settlement because of poor soil conditions. (UCADB Section 302 Item 4, 7 & 8)
2. Unsupported parapet section approximately four feet above the roofline. (UCADB Section 302 Item 5, 6 & 7)
3. Second story floor damages in two areas and the joists are deflected from building. (UCADB Section 302, Item 1 & 7)

Notice and Order
 714 N. Central Avenue
 October 25, 2017
 Page 3

4. The floor framing members in the first floor area near the bar and entry have failed. (UCADB Section 302 Item 1, 2, & 4)
5. The overhang at the west side of the building, directly over the public way, has deteriorated and appears to have become partially detached from the structure. Dry rot may be present. (UCADB Section 302 Item 4, 5 & 6)
6. The masonry chimney at the south wall is leaning and deteriorated. (UCADB Section 302 Item 4, 5, 6, & 7)
7. Due to the damaged second floor and roof/ceiling framing at the west side of the building, the ability of the structure to resist lateral forces is compromised. (UCADB Section 302 Item 4 & 7)
8. Due to the weight of items stored on the second floor and the floor's damaged joists the floor is susceptible to failure. (UCADB section 302 Item 1, 4, 6 & 7)
9. The unresolved conditions from the previous Correction Notices dated August 18, October 5 2015, attached. (UCADB Section 302 item 8, 13 & 16)
10. A check of city records revealed that the following permits are expired:

Permit Number		Date Permit Issued	Date Permit Expired
99-196	Add electrical receptacles	02-02-99	10-26-99
00-3768	Add electrical receptacles	04-17-01	07-16-01
06-1140	Upgrade elect service to 200 amp	05-18-05	12-14-05
08-1739	Remodel-URM repair	12-30-08	03-12-13
09-1477	Structural repair	02-16-10	09-01-13
13-0383	URM wall repairs	04-11-13	04-26-14
13-1429	New 400 amp electrical service	11-25-13	11-02-14
14-2432	Three new HVAC units	06-19-15	09-21-17

VIOLATION DEFINITIONS

The following table lists current violations present at the referenced property that require correction:

CODE SECTION	VIOLATION
CBC § 105.1	Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

CBC § 111.1	Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.
CPC § 801.2	Air or Air Break. Indirect waste piping shall discharge into the building drainage system through an air gap or air break as set forth in this code. Where a drainage air gap is required by this code, the minimum vertical distance as measured from the lowest point of the indirect waste pipe or the fixture outlet to the flood-level rim of the receptor shall be not less than 1 inch (25.4 mm).
CPC § 803.3	General. Except as hereinafter provided, the size and construction of indirect waste piping shall be in accordance with other sections of this code applicable to drainage and vent piping. No vent from indirect waste piping shall combine with a sewer-connected vent but shall extend separately to the outside air. Indirect waste pipes exceeding 5 feet (1524 mm), but less than 15 feet (4572 mm) in length shall be directly trapped, but such traps need not be vented. Indirect waste pipes less than 15 feet (4572 mm) in length shall be not less than the diameter of the drain outlet or tailpiece of the fixture, appliance, or equipment served, and in no case less than 1/2 of an inch (15 mm). Angles and changes of direction in such indirect waste pipes shall be provided with cleanouts so as to permit flushing and cleaning. 169 sump. Inlets shall enter above the waterline. Wearing plates or baffles shall be installed in the tank to protect the shell. The sizes of the blow off line inlet, the water outlets, and the vent shall be as shown in Table 810.1. The contents of condensers receiving steam or hot water under pressure shall pass through an open sump before entering the drainage system.
CPC § 814.1	Condensate Disposal. Condensate from air washers, air-cooling coils, fuel-burning condensing appliances, the overflow from evaporative coolers, and similar water supplied equipment or similar air-conditioning equipment shall be collected and discharged to an approved plumbing fixture or disposal area. Where discharged into the drainage system, equipment shall drain by means of an indirect waste pipe. The waste pipe shall have a slope of not less than 1/8 inch per foot (10.4 mm/m) or 1 percent slope and shall be of approved corrosion-resistant material not smaller than the outlet size in accordance with Table 814.3 or Section 814.4 for air-cooling coils or condensing appliances, respectively. Condensate or wastewater shall not drain over a public way.
CFC § 304.1.1	Waste Material. Accumulations of wastepaper, wood, hay, straw, weeds, litter or combustible or flammable waste or rubbish of any type shall not be permitted to remain on a roof or any court, yard, vacant lot, alley, parking lot, open space, or beneath a grandstand, bleacher, pier, wharf, manufactured home, recreational vehicle or similar structure.

CFC § 110.1.1	Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 shall be deemed unsafe.
UCADB 302, (1), (2), (4), (5), (6), (7), (8), (13), (16)	Dangerous Buildings. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic. 2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic. 4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location. 5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged or to collapse and thereby injure persons or damage property. 6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings. 7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction. 8. Whenever the building or structure or any portion thereof, because of (i) dilapidation, deterioration or decay (ii) faulty construction (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building (iv) the deterioration, decay, or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse. 13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings. 16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the Fire Marshall to be a fire hazard.

H&S 17920.3 (b)-4), (d), (f), (i), (j)	(b) Structural hazards shall include, but not be limited to, the following: ... (4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. (f) All mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition, or which may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly. (i) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards. (j) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupancy load, alteration or addition, or to any change in occupancy. When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.
CEC § 110.3 (B)	Installation and Use. Listed or labeled equipment shall be installed and used in accordance with any instructions included with the listing or labeling.
CEC § 334.10 (3)	Uses Permitted. 334.10 (3) Other structures permitted to be of Types III, IV, and V construction except as prohibited in 334.12. Cables shall be concealed within walls, floors, or ceilings that provide a thermal barrier of material that has at least a 15-minute finish rating as identified in listings of fire-rated assemblies.
TMC § 5.20.050	Accumulation of Garbage and Refuse is Prohibited. The accumulation of refuse and solid waste, which creates filth, shall be prohibited. No owner, lessee, agent, or occupant of any lot or parcel of land upon which a building of any kind may exist or any vacant lot or parcel of land shall allow any accumulation of refuse or solid waste matter of any kind or description to remain on a lot or parcel of land for longer than seven (7) days.

Copies of all Codes cited are available for review in the City Clerk's Office.

CORRECTIONS REQUIRED

On or before November 6, 2017: Submit a set of plans for repairs including but not limited to the nine (9) items listed on page 2 and 3 of this Notice and Order.

On or before November 13, 2017: Obtain permit(s) for all of the repairs, re-instate all of the expired permits referenced in this Notice and Order. Commence work no later than November 15, 2017.

Notice and Order
714 N. Central Avenue
October 25, 2017
Page 7

On or before February 12, 2018: Have all work completed, and all inspections/permit(s) signed as finalized.

OR

On or before November 6, 2017: Submit application for a Demolition Permit with the San Joaquin Valley Air Pollution Control District (SJVAPCD) for demolition of the structure.

On or before November 14, 2017: Obtain the required permits from the City of Tracy and the SJVAPCD and begin the demolition process.

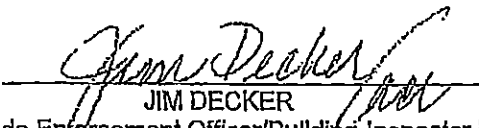
On or before December 6, 2017: Have the demolition work completed, the site cleared of all debris and materials, and the permits signed as finalized by a City of Tracy Building Inspector.

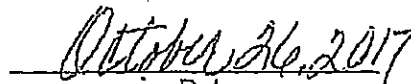
All building and zoning requirements must be met before a permit will be issued.

Any person having any record title or legal interest in the building may appeal from the Notice and Order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of the Notice and Order by November 24, 2017. Failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

Failure to respond to this order may result in further action, up to and including Administrative and/or Criminal Citations issued for each day the violations continue to exist until all work set forth above is completed. Pursuant to Tracy Municipal Code Section 1.28, this Notice and Order serves as notification that the Tracy Municipal Code provides the legal authority to issue Administrative Citations for TMC Code violations. The fines are \$100.00 for the first citation, \$200.00 for the second, \$500.00 for the third and subsequent citations for violations of the same code section within one year. These fines are cumulative and new citations may be issued for each day the violation continues to exist. A person who receives an Administrative Citation may contest the citation in the form of an appeal. Details regarding the appeal process are set forth in Chapter 1.28, attached.

Information regarding this Notice and Order and the provisions contained herein is available in the Development Services Department, City Hall, (209) 831-6410.


JIM DECKER
Code Enforcement Officer/Building Inspector II


Date

JD:AC
Attachment: TMC Chapter 1.28, Administrative Citations

Attachments

RAS Engineers and Associates

a Professional Corporation

April 28, 2016

Ms. Ana Contreras
City of Tracy
Code Enforcement Division
333 Civic Center Plaza
Tracy, Ca.

Re: Notice and Order; Dated: April 26, 2016
Engineering #: 16-029

Dear Ms. Contreras,

This letter is pursuant to the city letter issued by the City Code Enforcement Division on April 26, 2016. I have reviewed the Notice and Order dated March 24, 2016 issue to BBS Adventures LLC and the follow up letter outlining the city requirements for structural analysis of the capability of the building in its current condition to withstand all imposed gravity loads, wind and/or seismic loads.

The two-story unreinforced building is located on a flat pad. It has exterior brick walls, built up barrel roof with plaster board and brick interior walls. At the front portion of the building the existing exposed foundation consists of a perimeter and interior foundation with floor joist spanning between foundations. The back portion is slab on grade and raised floor. The building was built approximately 1924.

During my site visit several areas were reviewed. The following observations were noted:

1. The floor joists in the bar area need to be completely replaced, existing floor joist have dry rot, have been out and spliced and several were charred from a fire.
2. There is foundation along the load bearing walls; size and depth are unknown at this time. The foundation along Central Ave. has drain rock under it at the bar front door and not compacted soil leaving the foundation compromised.
3. The foundation along the north and west side clearly show signs of differential settlement.
4. The lower brick wall at the front windows is a facade and the windows are supported by a wood frame structure. The cause of the uplift of the window sills above the brick facade is due to foundation settlement.
5. The beam running front to back at the bar area is sloping and deflecting. It appears that a beam support has been removed.
6. The floor located at the eating area on the south side of the bar area is unlevel and sloping and is more than likely needing replacement.
7. The 2nd floor joist are sloping and deflecting from the building settlement.
8. No observations were made at the back half of the building at this time. In the future inspection and observations will be made during the building analysis.

RAS Engineers and Associates

a Professional Corporation

Conclusions:

Based on the requirements stated in the letter dated April 26, 2016 the following would require structural upgrades:

1. The complete 2nd floor joist, support beams and possibly foundation.
2. The main floor joist, support beams and possibly foundation.
3. The roof framing is unknown at this point.
4. The entire building would require a seismic upgrade to meet today's codes.

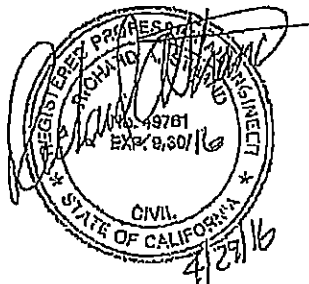
To meet the requirements most of the building would require new framing and foundation and a steel frame structure along all four perimeter walls and some of the interior walls to meet the seismic code. It is my opinion that any unreinforced masonry building of this type will not meet current seismic codes unless a steel frame support structure is installed to join the floor and roof diaphragms and walls together. I understand that the city has a copy of the 1927 building code and I would hope that the city would share a copy so we can determine what was acceptable for vertical loads and member span tables used for this building.

I understand that the city wants to move forward quickly on the analysis and repairs, but the date of May 10, 2016 is unrealistic for such a complex analysis. The owners need to determine the cost vs benefit of a large expenditure of this nature. How important is the 2nd floor area to them vs the cost of upgrades? Will the city require the 2nd floor upgrade if it is not used? I need to enter into contract with the owners for the structural analysis and recommendations. I need at least two months to look at the building and provide structural analysis and recommendations. If we collectively came to an agreement on the repair scope, loads etc. and contracts were done by May 15th the analysis would be done by July 30th.

If you have any questions regarding this report, please do not hesitate to contact me.

Sincerely,

Richard A Strand, P.E.
California License # C49761





MOZAFFARI ENGINEERING

1500 F STREET
MODESTO, CA 95354

TEL: (209) 572-4430
FAX: (209) 572-4436

September 9, 2016

Scott Owen
City of Tracy
Development & Engineering Services
888 Civic Center Plaza
Tracy, CA 95376

RE: 714 N. Central Ave (7188-16)
Structural Observation Report

To Whom It May Concern:

This letter is in response to a request received from Scott Owen of the City of Tracy regarding the structural condition of the building at 714 N. Central Ave in Tracy, CA. The following assessment is based on a visit made to the site on August 26, 2016.

The following are items of concern that should be reviewed by the City of Tracy and the building owner to determine their level of impact on the life safety of the structure. Approximate locations of the items are indicated in Figure 1.

1. The unreinforced masonry (URM) parapet on the West side of the building (along N. Central Ave) is approximately 4 ft. tall and significant deflection occurs when shaken by hand. No noticeable cracking or mortar deterioration was observed on the outside face of the URM (the back side of the parapet was covered by waterproofing). See Figure 2. Significant damage is likely to occur during a strong seismic event including heavy debris falling on to the sidewalk below.
2. The stepped URM parapet on the East side of the building (along the alley) has locations that are approximately 4 ft. tall, have no bracing near the top, and random signs of mild deterioration. The deterioration includes some cracked bricks and softer mortar near the edges. The back side of this parapet did not have an intact waterproofing membrane. See Figure 3. Damage is likely to occur during a strong seismic event including light debris falling to the ground below.
3. The URM pilaster/chimney on the South side of the building is leaning and has signs of deterioration - mainly mortar loss. See Figure 4. Significant damage is likely to occur during a strong seismic event including the top of the pilaster/chimney falling on to the parking lot below.
4. Ceiling joists have been cut and possibly a bearing wall has been removed to facilitate the installation of a fire wall at the 2nd floor / roof level. Vertical bracing for the roof framing also occurs at this location. Light temporary bracing has been installed to support the ceiling joists and roof framing, but a permanent fix needs to be implemented. See Figure 5. Failure of the temporary bracing is likely to lead to a partial collapse of the roof directly above, into the interior of the building. A partial collapse of the roof in this area significantly compromises the bracing of the URM walls on the West end of the building, making the building unstable. This would lead to the URM walls pulling away from the structure in a strong seismic event.
5. There is noticeable sagging in the floor framing at the 2nd floor level in two locations: the East end of the building near the bar, and the West end of the building near the opening in the wall that is offset approximately 15 ft. back from the front of the building. See Figures 6 and 7. Due to the unknown cause of the sagging, any storage in these areas should be removed. Increased floor loading in these areas will produce amplified deflections and failure of the floor framing.



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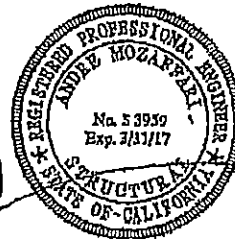
6. Existing openings in the center URM wall (running East-West down the center of the building) do not appear to have support at the top. See Figure 8. An additional beam at the floor framing level is present to support the floor. However, without support at the top of the opening some of the 3-4 ft. of URM below the floor framing will likely become dislodged and fall. Cracking was noticed in the mortar joints over the openings.
7. Cracked mortar joints were found in the URM pilasters/columns on the West side of the building that may support the steel beam under the 2nd floor URM wall. See Figure 9. If the URM is supporting the beam, further deterioration will result in movement in the beam and wall above.
8. There is noticeable sagging in the floor framing at the 1st floor level on the South-West side of the building. This occurs where the steel columns are supporting the 2nd floor framing head-out at the old staircase location. See Figure 10. Increased loading at the 2nd floor level will produce amplified deflections and failure of the 1st floor framing.
9. Floor framing members at the 1st floor level on the North-West side of the building have failed near the entry and bar area. See Figures 11 and 12.

If you have any further questions or concerns, please do not hesitate to call me. Thank you.

Sincerely yours,

Checked by,

Nick Fahmrey, S.E.



André Mozaffari, S.E.

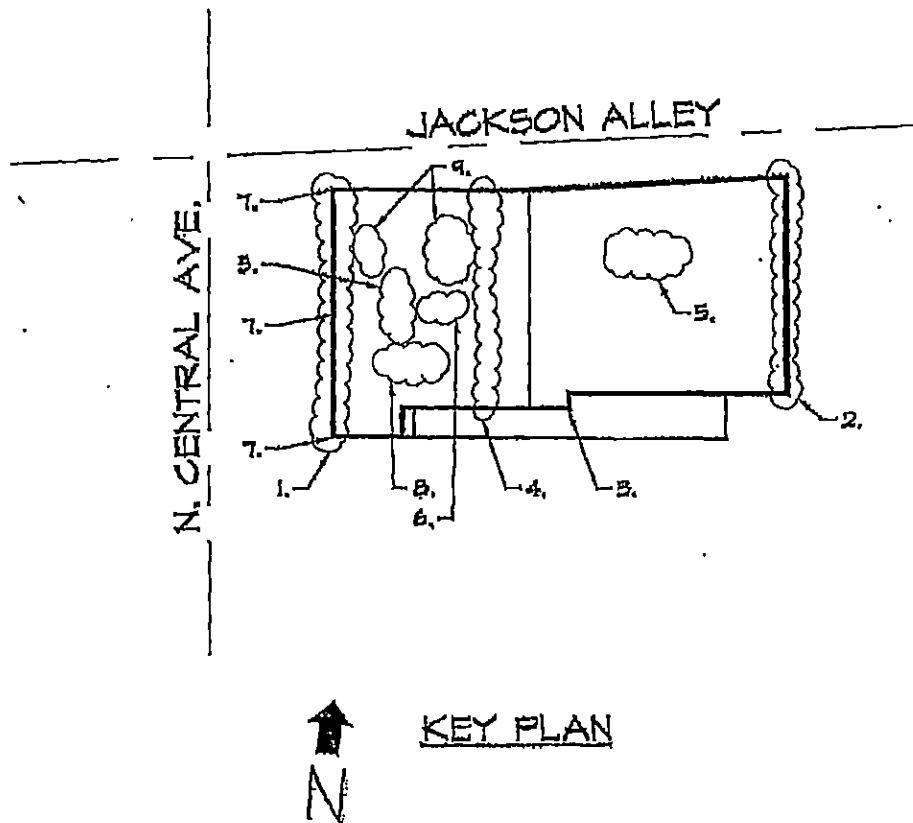


MOZAFFARI ENGINEERING

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MODESTO, CA 95354

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Figure 1





MOZAFFARI ENGINEERING

1500 F STREET
MODESTO, CA 95354

TEL: (209) 572-4430
FAX: (209) 572-4436

March 13, 2017

Andrea Cipponeri
City of Tracy
888 Civic Center Plaza
Tracy, CA 95376

RE: 714 N. Central Ave (7188-16)
Structural Observation Report
Follow-Up

To Whom It May Concern:

This letter is in response to a request received from Andrea Cipponeri of the City of Tracy for a follow-up assessment of the structural condition of the building at 714 N. Central Ave in Tracy, CA. The following assessment is based on a visit made to the site on February 27, 2017.

The purpose of this structural observation is to determine if any of the conditions noted in the original assessment, dated September 9, 2016, have noticeably worsened. Also included in this report are any new items that were either unnoticed or that have developed since the previous site visit. Please note that this observation was limited to a "walk-around" of the exterior of the building only; access to the interior and roof was not available.

Based on the limited access provided, no evidence of noticeably worsened conditions was located. However, the following are items that were observed to still pose a potential risk to public safety. Items excluded from the original report may not have been resolved by the owner, but they could not be confirmed to still exist.

1. The URM pilaster/chimney on the South side of the building is leaning and has signs of deterioration - mainly mortar loss. Significant damage is likely to occur during a strong seismic event including the top of the pilaster/chimney falling on to the parking lot below. See original item #3.
2. Cracked mortar joints were found in the URM pilasters/columns on the West side of the building that may support the steel beam under the 2nd floor URM wall. If the URM is supporting the beam, further deterioration will result in movement in the beam and wall above. See original item #7

The following are additional items that were observed to pose a potential risk to public safety.

3. There are gaps between the masonry wall and the overhang on the West side of the building. The condition of the overhang's wood framing also suggests that there may be dry rot. Further investigation should be conducted by the owner to determine the level of risk. If significant decay of the framing has occurred, the overhang could be at risk of falling on to the sidewalk below. See Figures 1 and 2.



MOZAFFARI ENGINEERING

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Figure 1

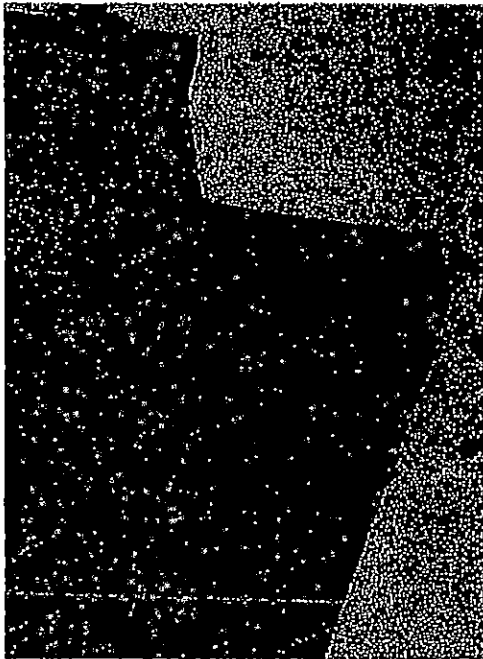


Figure 2

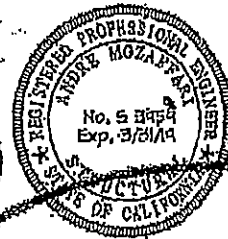


If you have any further questions or concerns, please do not hesitate to call me. Thank you.

Sincerely yours,

Nick Fahmley, S.E.

Checked by,



André Mozaffari, S.E.



"Think Inside the Triangle"

City of Tracy
Building Safety Division
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6400

CORRECTION NOTICE

Permit Number: 14-2432	Inspection Date: 8/18/2015
Site Address: 714 N CENTRAL AV.	Name: BBS ADVENTURES LLC

WHEN THE CORRECTIONS ARE COMPLETED, CALL 831-6440 FOR RE-INSPECTION

INSPECTION TYPE: 126-FINAL HVAC**

1. (8/18/2015 3:19 PM KEN)
2. PARTIAL UNITS ON SOUTH SIDE ONLY
- 3.
4. interior south wall liquid tight approved for 6ft max length .
5. support raceway on its own supports.
6. support line set.
7. secure electrical raceway 12" from outlet and unit.
8. seal all drain lines to exterior.
9. mc cable for split unit at panel A -neutral conductor being used as hot leg.
10. label breakers at panel A correctly.
11. missing blank cover at panel A.
12. max fuse/breaker 25amp per label not 30amp.
13. verify all wires at exterior disconnect at south side, may need a separate j-box?
14. #12 awg conductors only rated for 20amp.
15. label all exterior unit disconnects.
16. secure all exterior conduits.
17. provide fall protection guard rail at south side roof units .
18. provide energy forms if required?
19. have contractor meet inspector onsite at next inspection request.
- 20.
- 21.
- 22.
- 23.
24. secure all wiring raceways at exterior

Inspector: KEN



Think Inside the Triangle®

City of Tracy
 Building Safety Division
 333 Civic Center Plaza
 Tracy, CA 95376
 (209) 831-6400

CORRECTION NOTICE

Permit Number: 09-1477

Inspection Date: 10/5/2015

Site Address: 714 N CENTRAL AV

Name: BBS ADVENTURES LLC,

WHEN THE CORRECTIONS ARE COMPLETED, CALL 831-6440 FOR RE-INSPECTION

INSPECTION TYPE: 132-FINAL BLDG**

1. (10/6/2015 7:04 AM JD)
2. 10/05/15. An inspection of the property was done at 1500 hrs per request. The following items are still not corrected.
- 3.
4. 1. The Structural engineer's report that was provided does not have a final acceptance letter attached. The shear tests done on the URM walls have low values for the existing mortar.
5. 2. Exterior elect panels not marked correctly. Felt pen is not approved, circuit directories not complete, wire color code missing.
6. 3. Interior elect panels not marked properly, missing wire color code, circuit directories not complete or legible.
7. 4. Cond drains installed for the four small Air conditioning units on the first floor not installed per the 2013 CPC requirements; the two units on the north wall incorrectly connected to a 4" waste/Vent line w/o required fittings, traps and vents. The drain line for the two units at the south exterior wall broken and leaking. Electrical Sealite conduit was found strapped to the A/C line sets at the interior side of these units.
8. 5. The Ansul Hood repairs are not completed.
9. 6. A non-approved thru-wall penetration by a CATV cable at the N.W. corner of the second floor was not removed.
10. 7. The temporary support for the second floor ceiling at the north side of the second floor has not been replaced with a new wall.
11. 8. Exposed NM cables, MC cables with open conductors are still present in the upstairs storage rooms at the west side of the building.
12. 9. The required fire damper in a duct passing through the required 2 Hr wall upstairs was not installed.
13. 10. A check of city records revealed that the following permits previously issued were expired or had fees due:
 14. 08-1729
 15. 13-0639
 16. 13-1429

17.14-2433

Inspector: JD

EXHIBIT C

Expired Building Permits
714 Central Avenue -- The Great Plate
June 5, 2018

Permit No.	Permit Type	Date Issued	Date Expired	Applicant
99-196	Electrical	02/2/1999	10/26/1999	Wilcox Electric
<i>Comments: Permit to replace bussing in 200 Amp subpanel located at the east exterior wall and add a 20 Amp circuit in the kitchen for a freezer. Permit expired prior to any building inspections performed.</i>				
00-3768	Electrical	01/17/2001	07/16/2001	Wilcox Electric
<i>Comments: Permit for five (5) new electrical outlets in the upstairs bar area. No requests for building inspections were made while the permit was active.</i>				
05-1140	Electrical	05/18/2005	12/14/2005	Wilcox Electric
<i>Comments: Permit to replace 100 amp to 200 amp service on the panel located at the northeast corner of the building. Inspections were scheduled on 10/12/2004, but cancelled by applicant. Permits expired without required inspections.</i>				
08-1729	Electrical/Mechanical	12/30/2008	03/12/2013	Dale Cose
<i>Comments: Permit for a new two-hour firewall including mechanical and electrical revisions to comply with the occupancy separation requirements on the first and second floor. Partial approval received by the City of Tracy, Building Division on rough building/frame, drywall nail, and rough electrical. Permit expired without final inspection.</i>				
09-1477	Structural Repair	02/16/2010	08/15/2010	Dale Cose
<i>Comments: Permit for wall bracing at east end of building, masonry wall reconstruction at the north wall, parapet repair and reconstruction of south wall and first floor reinforcement. Work based on a design approved by the City, submitted by the applicant's structural engineer, Richard A. Strand. Work included repointed brick, repair of damaged truss and bracing of east wall. Work required the Engineer's approval based on his design standards; however, no formal approval was received by the City. The permit expired prior to a receiving building inspection final.</i>				
13-0383	URM/Wall Repair	04/11/2013	04/26/2014	Brandon Perry
<i>Comment: Permit to complete work started under Permit 09-1477 (expired). Permit expired prior to receiving a building inspection final.</i>				
13-1429	Electrical	11/25/2013	11/02/2014	Dale Cose
<i>Comment: Upgrade electrical service to the restaurant's bar area. A three phase, 200 Amp panel was replaced with a single phase, 400 Amp panel and rerouting of existing feeders. Permit expired prior to receiving a building inspection final.</i>				
14-2432	3 HVAC Units/Repairs	06/19/2015	09/21/2017	Church Heating & Air
<i>Comments: Permit for installation of three (3) small AC units on the north and south wall of the first floor (adjacent to the dining area and front doors). Permits expired prior to receiving a building inspection final.</i>				

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

(1) ACCEPTING THE DEMOLITION WORK OF THE STRUCTURE AT 714 N. CENTRAL AVENUE, TRACY, CALIFORNIA, A NON-CIP PROJECT, WHICH WAS COMPLETED BY UNLIMITED ENVIRONMENTAL, INC., OF LONG BEACH, CALIFORNIA;

(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDERS OFFICE;

(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT; AND

(4) AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECT.

WHEREAS, on June 1, 2022, the City Manager approved and awarded a construction contract to Unlimited Environmental, Inc. of Long Beach, California (Contractor) for the Structure Demolition at 714 N. Central Avenue, Tracy, California, a non-CIP project; and

WHEREAS, Contractor has completed all the work required to be done in accordance with the plans and specifications and has requested acceptance of the project. The City Engineer has inspected the completed work and confirmed that all work conform to the contract plans and specifications; and

WHEREAS, one (1) change order in the amount of \$8,135 was issued for the project; and

WHEREAS, the status of budget costs is as follows; and

A. Construction Contract Amount	\$	82,000
B. Approved Change orders	\$	8,135
C. Design, construction management, inspection, Testing & miscellaneous project management Expenses	\$	16,343
Total Project Costs	\$	106,478
Total Budget Amount	\$	110,000
Budget Remaining	\$	3,522

WHEREAS, the project has been completed with the available budget, within the time frame of the original contract plus the time extension given to the Contractor for extra work, including rain delays, per plans, specifications, and City of Tracy Standards; and

WHEREAS, 714 N. Central Avenue Demolition project, a non-CIP project, is an approved project with total funding project cost of \$106,478. The total project budget is \$110,000, which allowed for the project to be completed within budget. The total project budget is \$110,000 of which \$102,120.32 will be reimbursed to the City for the cost of permits and demolition by the property owner, per the judgement; now, therefore, be it

RESOLVED: That the City Council (1) Accept the construction for the Structure Demolition at 714 N. Central Avenue, Tracy, California, a non-CIP project, which was completed by Unlimited Environmental, Inc., of Long Beach, California; (2) authorize the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; (3) authorize the City Engineer to release the bonds and retention payment; and (4) authorize the Finance Department to close the project.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council: 1) adopt a resolution approving a Quitclaim Deed for the conveyance of a twenty (20) foot wide temporary water line easement to Wright Family Holdings, LLC, and 2) authorize the City Clerk to sign the Quitclaim Deed.

EXECUTIVE SUMMARY

The proposed resolution approving a Quitclaim Deed will allow Wright Family Holdings, LLC to reclaim all rights associated with a twenty (20) foot wide temporary water line easement that is no longer needed. The temporary water line easement is located the northerly portion of Lot 2 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map, which is owned by Wright Family Holdings, LLC.

BACKGROUND AND LEGISLATIVE HISTORY

On April 28, 1998, a grant of easement to the City by BA Properties, Inc. was recorded by the San Joaquin County Recorder's Office by Instrument Number 98049059. The grant of easement was for a twenty (20) foot wide temporary water line easement that currently spans east to west through the northerly portion of Lot 2 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map, which was previously owned by BA Properties, Inc. The purpose of the temporary water line easement was to "serve the initial development of Glenbriar Estates Subdivision" to the east and to allow for all construction, maintenance, etc. of a temporary water line installation needed to serve the Glenbriar Estates Subdivision. It was agreed by both parties to have the easement quitclaimed back to the "Grantor, or its successors in interest...provided that the required permanent water line facilities have been installed as necessary to serve the Glenbriar Estates Subdivision."

On May 19, 1998, the City Council approved the Final Subdivision Map of Glenbriar Estates Unit 7, Tract 2870, pursuant to Resolution No. 98-154. The Final Subdivision Map was recorded on June 17, 1998, with the Office of the San Joaquin County Recorder on Book 33 of Maps, Page 69. A twenty (20) foot wide temporary water line easement on Lot 85, as shown on the Final Subdivision Map of Glenbriar Estates Unit 7, Tract 2870 was dedicated to the City by a Grant of Easement (Instrument Number 98049582) for the installation, repair, operation, and maintenance of a temporary water main connection from the Glenbriar Estates Subdivision to Garden Square Subdivision until a permanent water line was constructed elsewhere within the City's right-of-way. Together, both the temporary water line easement associated with Instrument Number 98049582 and the temporary water line easement associated with Instrument Number 98049059 were established to work in tandem for allowing the same temporary water line to serve the Glenbriar Estates Subdivision.

ANALYSIS

On December 19, 2000, the City Council approved the vacation of the twenty (20) foot wide temporary water line easement located on Lot 85 of Glenbriar Estates Unit 7, Tract 2870 (Instrument Number 98049582), pursuant to Resolution No. 2000-506. The developer of the Glenbriar Estates Unit 7 Subdivision removed and relocated the water main connection within

the said temporary water line easement, and therefore the easement was no longer needed.

On April 4, 2022, staff received a quitclaim deed request for the release of a Grant of Easement recorded by the San Joaquin County Recorder's Office on April 28, 1998, by Instrument Number 98049059, from Gowan Family, LLC. At time of quitclaim deed request, Gowan Family, LLC was the property owner of Lot 1, Lot 2, and Lot 3 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map. On April 13, 2022, Lot 1, Lot 2, and Lot 3 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map was sold to Wright Family Holdings, LLC and was recorded by the San Joaquin County Recorder's Office by Document Number 2022-052303.

Staff has confirmed that permanent water line facilities have been installed to serve the Glenbriar Estates Subdivision and the temporary water main connection within the temporary water line easements have been removed; therefore, the temporary water line easement associated with Instrument Number 98049059 is no longer needed.

FISCAL IMPACT

There is no fiscal impact associated with this action. The property owner will pay for the cost of processing of the quitclaim deed and recordation.

CEQA DETERMINATION

There is no environmental impact on this item.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, by resolution, 1) approves a Quitclaim Deed for the conveyance of a twenty (20) foot wide temporary water line easement to Wright Family Holdings, LLC, and 2) authorizes the City Clerk to sign the Quitclaim Deed.

Prepared by: Majeed Mohamed, Associate Engineer

Reviewed by: Koosun Kim, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Grant of Easement (Instrument Number 98049059)
Attachment B – Grant Deed (Document Number 2022-052303)
Attachment C - Quitclaim Deed

98049059

3

RECORDING REQUESTED BY
CITY OF TRACY

AND WHEN RECORDED MAIL TO:
Department of Public Works
City of Tracy
520 Tracy Blvd.
Tracy, California 95376

RECORDER
COUNTY CLERK
J. H. HIRSTONE

98 APR 28 AM 10:48

SAN JOAQUIN COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY SHOWN

GRANT OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BA PROPERTIES INC., A DELAWARE CORPORATION

hereby grant(s) to CITY OF TRACY, a municipal corporation, the following described real property in the City of Tracy,

County of San Joaquin, State of California. A Temporary Waterline Easement as described in the attached Exhibit "A" which is necessary to serve the initial development of Glenbriar Estates Subdivision. Grantor and Grantee hereby mutually agree that this easement shall be quit claimed back to Grantor, or its successors in interest, within thirty (30) days of request by Grantor provided that the required permanent waterline facilities have been installed as necessary to serve the Glenbriar Estates Subdivision. The easement granted hereunder shall be for the purpose of laying down, constructing, patrolling, maintaining, operating, repairing, removing, replacing, enlarging, and/or reconstructing a Temporary Waterline pipe or pipes, including all connections, fastenings, valves, control boxes meters and other appliances necessary for use in connection therewith.

Dated

5.30.98

BA PROPERTIES INC., A DELAWARE CORPORATION

By:

By:

Address of the person(s) granting easement.

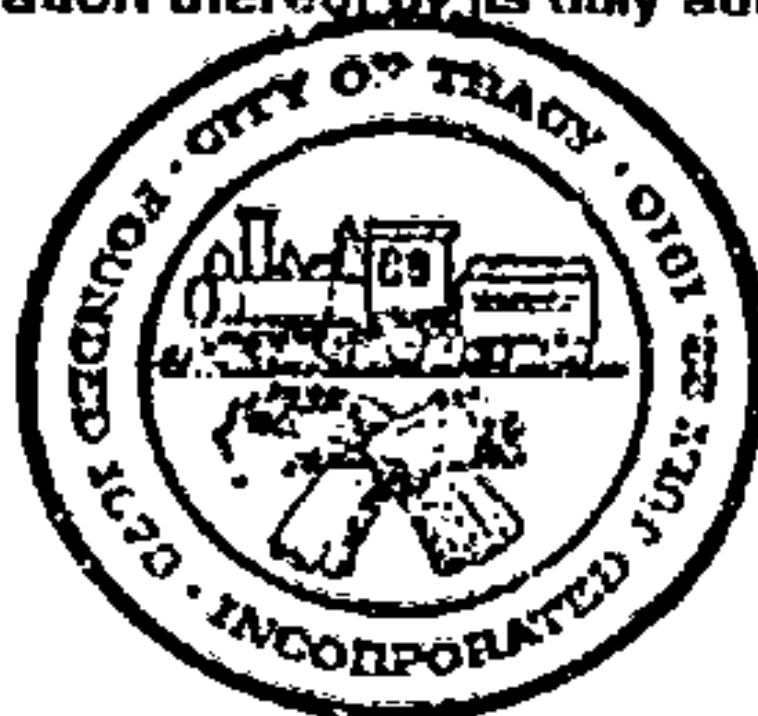
4000 Alcazar Blvd., Ste 120
Newport Beach, CA 92660

RESOLUTION OF ACCEPTANCE:

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

Sharon Smith

City Clerk, City of Tracy, California



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

PLEASE USE PROPER ACKNOWLEDGMENT, i.e. GENERAL, PARTNERSHIP, CORPORATE, ETC.

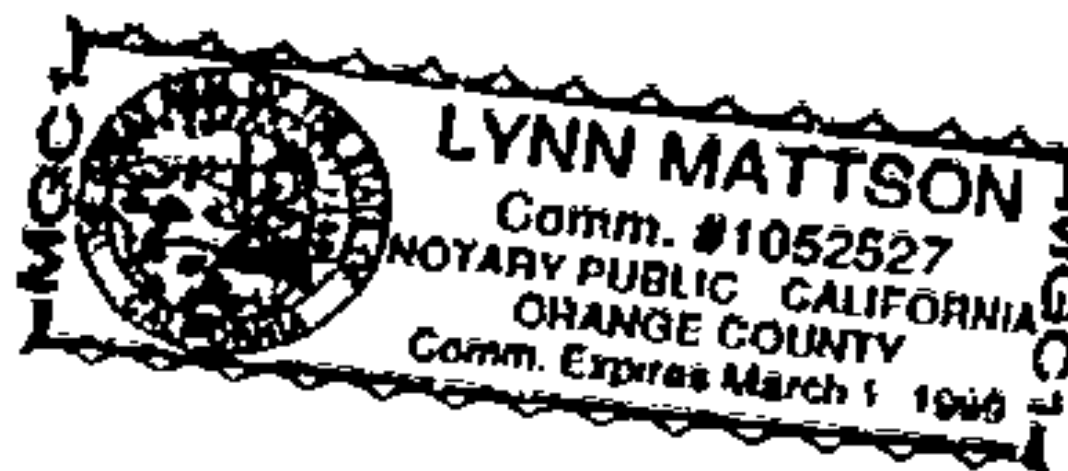
98049059

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On March 31, 1998, before me, Lynn Mattson, Notary Public, personally appeared, Robert W. Birmingham, and Edna Schee personally known to me (or 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.

WITNESS my hand and official seal.

 (SEAL)
NOTARY PUBLIC SIGNATURE



98049059

19029-0
June 25, 1997
B.C.

DESCRIPTION

WATER LINE EASEMENT OVER PARCEL 1 OF PARCEL MAP BOOK 20 OF PARCEL MAPS, PAGE 127, (LANDS OF WILCO ONE) TO BE CONVEYED TO THE CITY OF TRACY TRACY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA BEING A PORTION OF PARCEL 1 AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY IN BOOK 20 OF PARCEL MAPS AT PAGE 127, DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND OF A UNIFORM WIDTH OF 20.00 FEET, THE NORTHERLY LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

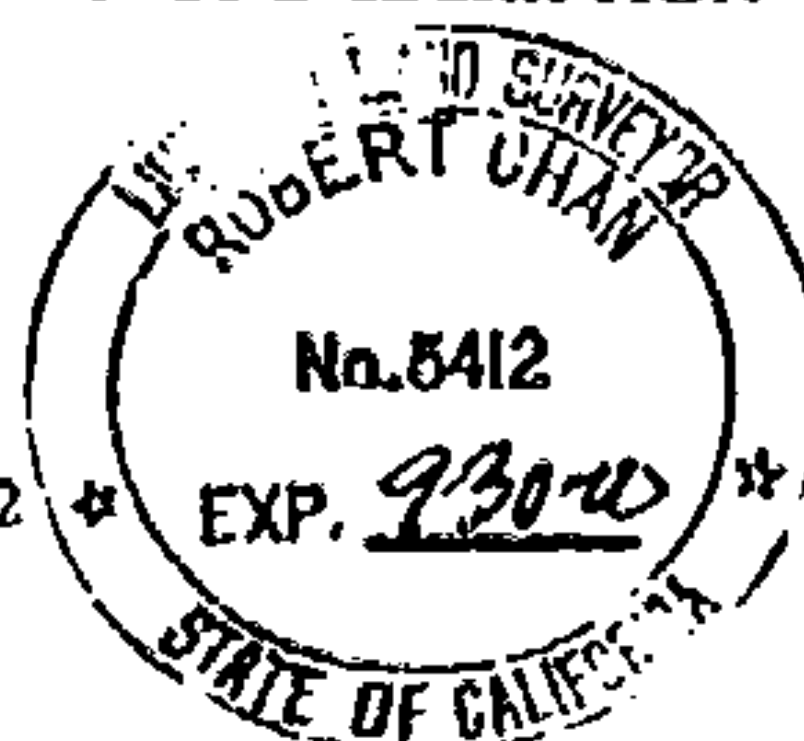
BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 1, SAID EASTERLY LINE ALSO BEING THE QUARTER SECTION LINE OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEARS ALONG SAID QUARTER SECTION LINE SOUTH 00°37'30" WEST 1951.71 FEET FROM A FOUND 2" IRON PIPE MARKING THE NORTH QUARTER SECTION CORNER OF SAID SECTION 4 THENCE FROM SAID POINT OF BEGINNING LEAVING SAID EASTERLY LINE AND ENTERING SAID PARCEL 1, NORTH 89°22'19" WEST 728.74± FEET TO THE INTERSECTION WITH THE "APPROXIMATE CENTERLINE OF A 20 FOOT FUTURE WATER LINE EASEMENT" AS SHOWN ON SAID PARCEL MAP, SAID POINT OF INTERSECTION BEING THE WESTERLY TERMINUS OF THE HEREIN DESCRIBED NORTHERLY LINE.

THE ABOVE DESCRIBED STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE ON ITS EASTERLY TERMINUS BY SAID EASTERLY LINE OF PARCEL 1, AND TERMINATE ON ITS WESTERLY TERMINUS BY THE EASTERLY LINE OF SAID FUTURE WATER LINE EASEMENT AS SHOWN ON SAID PARCEL MAP.

END OF DESCRIPTION

PREPARED BY

ROBERT CHAN
LICENSED LAND SURVEYOR NO. 5412
(EXP. 9/30/00)
STATE OF CALIFORNIA



3/4/98
DATE

MACKEY & SOMPS
81421 RANKLIN DRIVE, SUITE 3 PLEASANTON, CA 94589-3355
(510) 225-0690

Doc #: 2022-052303

04/22/2022 12:10:58 PM

Page 1 of 3 Fee: \$20.00 Tax Paid: \$2,493.15

Steve J. Bestolarides

San Joaquin County Recorder

Paid By:

RECORDING REQUESTED BY:

Chicago Title Company

When Recorded Mail Document**and Tax Statement To:**

Daron Wright

Wright Family Holdings, LLC, a California
limited liability company

7400 Reese Road

Sacramento, CA 95828

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FSST-5352200171Exempt from fee per GC 27388.1(a)(2); This document is a transfer that is subject to
Documentary Transfer Tax.

Property Address: Mars Way,

Tracy, CA 95377

APN/Parcel ID(s): 248-470-20 (Lot 1)

248-470-21 (Lot 2)

248-470-22 (Lot 3)

GRANT DEED**The undersigned grantor(s) declare(s)**☐ This transfer is exempt from the documentary transfer tax.☒ **The documentary transfer tax is \$2,493.15** and is computed on:☒ the full value of the interest or property conveyed.☐ the full value less the liens or encumbrances remaining thereon at the time of sale.The property is located in ☒ the **City of Tracy**.**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged**, Carl Gowan and Regina Gowan
husband and wife**hereby GRANT(S) to** Wright Family Holdings, LLC, a California limited liability company**the following described real property in the City of Tracy, County of San Joaquin, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: Mars Way, Tracy, CA 95377**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

GRANT DEED
(continued)

APN/Parcel ID(s): 248-470-20 (Lot 1)
248-470-21 (Lot 2)
248-470-22 (Lot 3)

Dated: April 13, 2022

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Carl Gowan
Carl Gowan

Regina Gowan
Regina Gowan

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

State of California
County of San Joaquin

On April 14, 2022 before me, Lisa Guerrero, Notary Public,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Lisa Guerrero
Signature

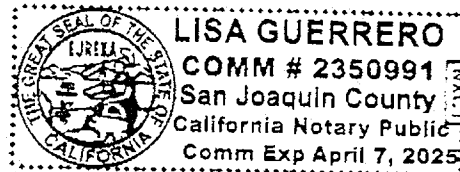


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 248-470-20 (Lot 1), 248-470-21 (Lot 2) and 248-470-22 (Lot 3)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3028, SOUTH TRACY INDUSTRIAL PARK-UNIT NO. 2" FILED FOR RECORD ON MARCH 2, 2005 IN BOOK 39 OF MAPS AND PLATS AT PAGE 88, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL AND GAS RIGHTS, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED NOVEMBER 30, 1989 AS DOCUMENT NO. 89111337, SAN JOAQUIN COUNTY RECORDS.

When recorded mail to:

Wright Family Holdings, LLC
7400 Reese Road
Sacramento, CA 95828

APN: Portion of 248-470-21

For Recorder's Use Only

Documentary transfer tax is \$ 0

- () Computed on full value of property conveyed, or
 () Computed on full value less value of liens and encumbrances remaining at time of sale
 () Unincorporated area; (X) City of Tracy
 (X) **Realty Not Sold; deed releases partial easement interest only**

QUITCLAIM DEED

The CITY OF TRACY, a municipal corporation ("GRANTOR"), does hereby release and quitclaim to WRIGHT FAMILY HOLDINGS, LLC, a limited liability company ("GRANTEE") all rights, title and interest in and to the Temporary Waterline Easement ("Easement") specifically described in Exhibit A of the Grant of Easement recorded April 28, 1998 as Document No. 98049059 of San Joaquin County Official Records, but only to the extent that such Easement burdens those portions of the real property owned by GRANTEE in the City of Tracy, County of San Joaquin, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof.

Dated this _____ day of _____, 2022.

CITY OF TRACY, a municipal corporation

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me _____,

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

For APN/Parcel ID(s): 248-470-20 (Lot 1), 248-470-21 (Lot 2) and 248-470-22 (Lot 3)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT 3028, SOUTH TRACY INDUSTRIAL PARK-UNIT NO. 2" FILED FOR RECORD ON MARCH 2, 2005 IN BOOK 39 OF MAPS AND PLATS AT PAGE 88, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERALS AND MINERAL RIGHTS, INCLUDING OIL AND GAS RIGHTS, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF SAID LAND, AS RESERVED IN THE DEED FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED NOVEMBER 30, 1989 AS DOCUMENT NO. 89111337, SAN JOAQUIN COUNTY RECORDS.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

**1) APPROVING A QUITCLAIM DEED FOR THE CONVEYANCE OF A
TWENTY (20) FOOT WIDE TEMPORARY WATER LINE EASEMENT TO
WRIGHT FAMILY HOLDINGS, LLC, AND**

2) AUTHORIZING THE CITY CLERK TO SIGN THE QUITCLAIM DEED

WHEREAS, on April 28, 1998, a grant of easement to the City by BA Properties, Inc. was recorded by the San Joaquin County Recorder's Office by Instrument Number 98049059; and

WHEREAS, the grant of easement was for a twenty (20) foot wide temporary water line easement that currently spans east to west through the northerly portion of Lot 2 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map, which was previously owned by BA Properties, Inc.; and

WHEREAS, the purpose of the temporary water line easement was to "serve the initial development of Glenbriar Estates Subdivision" to the east and to allow for all construction, maintenance, etc. of a temporary water line installation needed to serve the Glenbriar Estates Subdivision; and

WHEREAS, the grant of easement was for a twenty (20) foot wide temporary water line easement that currently spans east to west through the northerly portion of Lot 2 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map, which was previously owned by BA Properties, Inc.; and

WHEREAS, on May 19, 1998, the City Council approved the Final Subdivision Map of Glenbriar Estates Unit 7, Tract 2870, pursuant to Resolution No. 98-154; and

WHEREAS, a twenty (20) foot wide temporary water line easement on Lot 85, as shown on the Final Subdivision Map of Glenbriar Estates Unit 7, Tract 2870 was dedicated to the City by a Grant of Easement (Instrument Number 98049582) for the installation, repair, operation, and maintenance of a temporary water main connection from the Glenbriar Estates Subdivision to Garden Square Subdivision until a permanent water line was constructed elsewhere within the City's right-of-way; and

WHEREAS, together, both the temporary water line easement associated with Instrument Number 98049582 and the temporary water line easement associated with Instrument Number 98049059 were established to work in tandem for allowing the same temporary water line to serve the Glenbriar Estates Subdivision; and

WHEREAS, on December 19, 2000, the City Council approved the vacation of the twenty (20) foot wide temporary water line easement located on Lot 85 of Glenbriar Estates Unit 7, Tract 2870 (Instrument Number 98049582), pursuant to Resolution No. 2000-506; and

WHEREAS, the developer of the Glenbriar Estates Unit 7 Subdivision removed and relocated the water main connection within the said temporary water line easement, and therefore the easement was no longer needed; and

WHEREAS, on April 4, 2022, staff received a quitclaim deed request on for the release of a Grant of Easement recorded by the San Joaquin County Recorder's Office on April 28, 1998, by Instrument Number 98049059, from Gowan Family, LLC; and

WHEREAS, at time of quitclaim deed request, Gowan Family, LLC was the property owner of Lot 1, Lot 2, and Lot 3 of the Tract 3028, South Tracy Industrial Park - Unit No. 2 Parcel Map; and

WHEREAS, on April 13, 2022, Lot 1, Lot 2, and Lot 3 of the Tract 3028, South Tracy Industrial Park-Unit No. 2 Parcel Map was sold to Wright Family Holdings, LLC and was recorded by the San Joaquin County Recorder's Office by Document Number 2022-052303; and

WHEREAS, staff has confirmed that permanent water line facilities have been installed to serve the Glenbriar Estates Subdivision and the temporary water main connection within the temporary water line easements have been removed; and

WHEREAS, the temporary water line easement associated with Instrument Number 98049059 is no longer needed; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Quitclaim Deed for the conveyance of a twenty (20) foot wide temporary water line easement to Wright Family Holdings, LLC; and be it

FURTHER RESOLVED: The City Council authorizes the City Clerk to sign the Quitclaim Deed.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council 1) approve the Final Subdivision Map and the Subdivision Improvement Agreement between City and Bright Homes, Inc, for Tract 3804 Larkspur Estates Unit 4, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Approval of the Final Subdivision Map (FSM) and Subdivision Improvement Agreement (SIA) will facilitate recordation of the FSM, and construction of residential houses in the Larkspur Estates subdivision, which is located on the south side of De Bord Drive. This subdivision consists of thirteen (13) lots. Bright Homes, Inc. a California corporation (Subdivider) has signed the SIA for the construction of the subdivision's improvements.

BACKGROUND AND LEGISLATIVE HISTORY

On October 11, 1995, the City approved a Vesting Tentative Subdivision Map (VTM) for a residential development known as Larkspur Estates, located on the west side of MacArthur Drive about a quarter mile north of Valpico Road. Larkspur Estates was planned to be a one hundred eighty (180) single-family residential project. Due to the lack of storm drain capacity in the area, the original developer had to construct a private temporary retention basin (TRB) within the project's boundaries to store the storm water run-off. The original Larkspur VTM has since expired.

ANALYSIS

Subsequently, the Subdivider obtained the parcel containing said TRB which is located on the southside of De Bord Drive. Subdivider offered to construct the necessary perquisite off-site underground storm drain pipeline underneath a Union Pacific Railroad spur and construct a portion of the ultimate Detention Basin 2B to facilitate removal said TRB from service.

Subdivider submitted for a new VTM for the remaining thirteen (13) lots in the original Larkspur VTM. The new VTM was approved on September 1, 2020. Subdivider submitted a FSM to the City and this agenda item is to approve the filing of the FSM for Tract 3804, authorize the City to execute the SIA for the same tract, and to record the both items with the County Clerk. The SIA along with the bonds will guarantee that the Subdivider will construct the off-site underground storm drain pipeline and construct a portion of the ultimate Detention Basin 2B to facilitate removal said TRB from service which are required to serve the subdivision. The goal is to fill said TRB to create the thirteen (13) residential foundation pads. Frontage improvements and underground utility connections for the homes are already existing.

The FSM of Tract 3804 Larkspur Estates Unit 4 was reviewed and has been found to be in substantial compliance with the approved VTM. The Engineering Division also reviewed and approved the Improvement Plans. All items are on file with the City Engineer and are available

for review upon request. The developer has one year to complete construction of the public improvements.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of processing the FSM, and SIA.

CEQA DETERMINATION

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Residential Low and all applicable General Plan policies, as well as consistent with the Low Density Residential (LDR) Zone and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council of the City of Tracy, via resolution, approves the 1) Final Subdivision Map and Subdivision Improvement Agreement between City and Bright Homes, Inc for Tract 3804 Larkspur Estates Unit 4, and 2) authorizes the City Clerk to file the Agreement with the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer

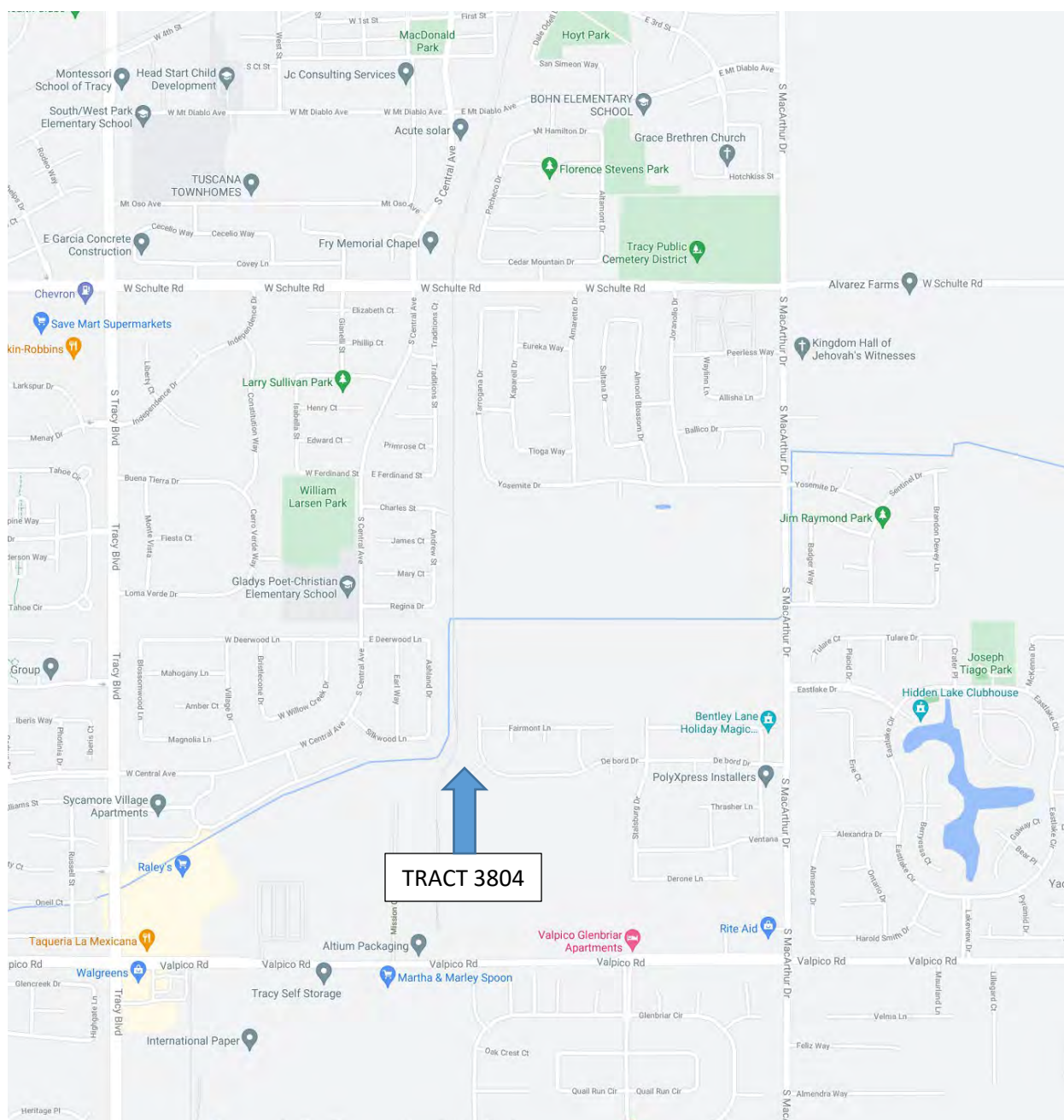
Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement

Attachment A



OWNER’S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3804, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LARKSPUR ESTATES UNIT NO. 4", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

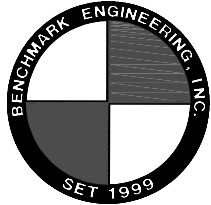
AS EASEMENTS, THE ROADS, STREETS, DRIVES, PUBLIC UTILITY EASEMENTS (PUE), SIDEWALK EASEMENTS (SE), AND LANDSCAPE EASEMENTS (LE), ALL AS SHOWN ON THIS MAP.

OWNER: BRIGHT DEVELOPMENT, CALIFORNIA CORPORATION

BY: _____ DATE: _____
JOHN M. DUNN – VICE PRESIDENT

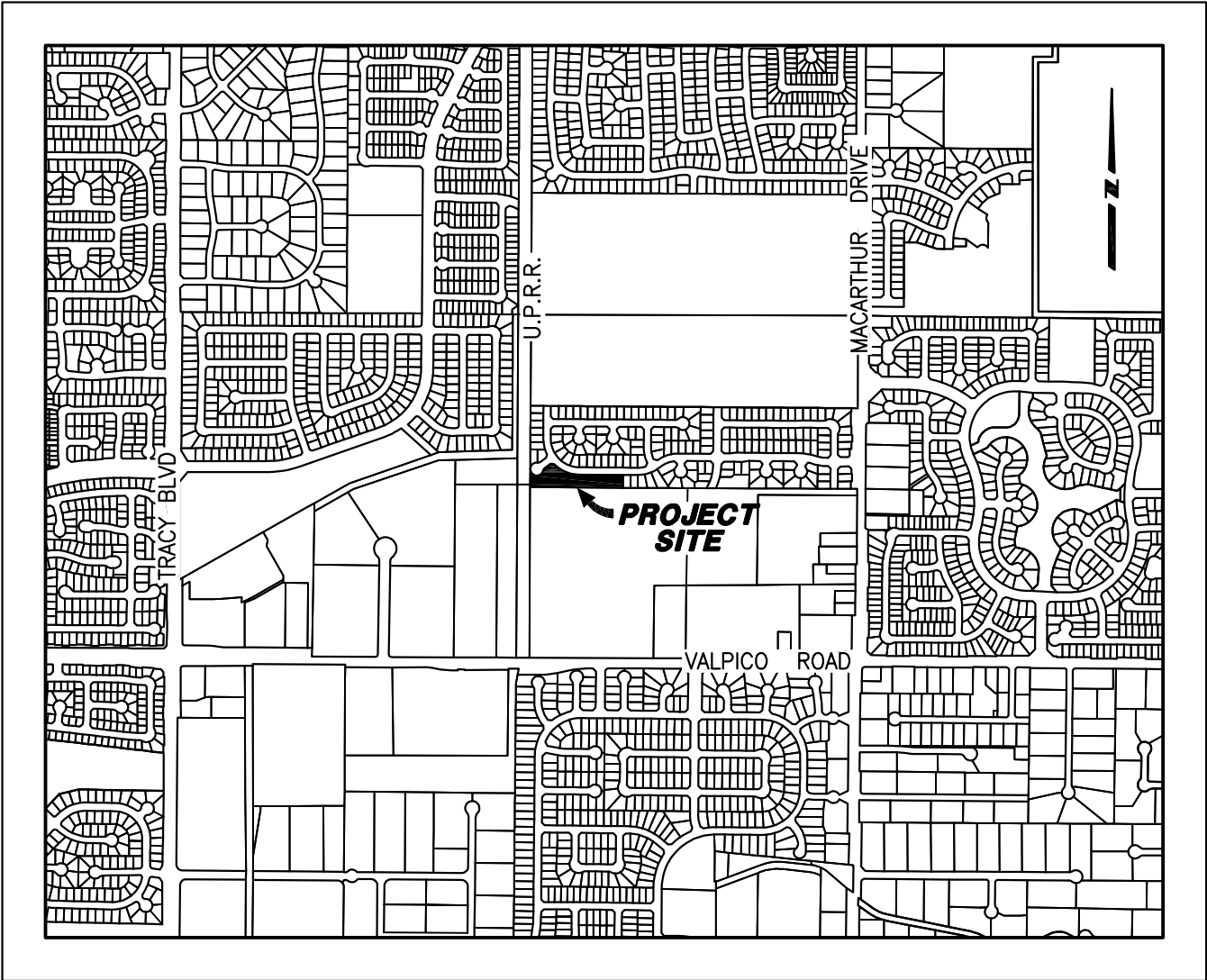
TRACT NO. 3804
SUBDIVISIONS OF SAN JOAQUIN COUNTY
LARKSPUR ESTATES, UNIT NO. 4

BEING A SUBDIVISION LOT "A" AS SHOWN ON THE MAP OF "LARKSPUR ESTATES, UNIT NO. 3" FILED IN BOOK 37 OF MAPS, AT PAGE 87, SAN JOAQUIN COUNTY RECORDS, IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
JANUARY 2021



BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354



VICINITY MAP
NOT TO SCALE

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } s.s.
COUNTY OF _____
ON _____, 20____, BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____,
_____.

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE: _____ COMMISSION NUMBER: _____

PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____

DATE: 7/6/2021 15:38 FILE: F:\redefinedhorizons.com\Landon Blake – RH\Jobs\Active\037–016 Larkspur Estates – Tracy\Mapping\UNIT 4 FM.dwg

CITY CLERKS STATEMENT

THIS IS TO STATE THAT AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS MAP OF "TRACT NO. 3804, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LARKSPUR ESTATES UNIT NO. 4" AND HEREBY ABANDONS THE TEMPORARY STORM DRAIN BASIN EASEMENT AS SHOWN ON THAT SUBDIVISION MAP FILED OCTOBER 25, 2000 IN BOOK 35 OF MAPS AT PAGE 63, SAN JOAQUIN COUNTY RECORDS.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
ADRIANNE RICHARDSON,
CITY CLERK AND CLERK OF THE CITY COUNSEL, CITY OF TRACY

COUNTY SURVEYOR’S STATEMENT

I, WARREN D. SMITH, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3804, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LARKSPUR ESTATES UNIT NO. 4" AND THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
WARREN D. SMITH, L.S. 4842
COUNTY SURVEYOR

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRIGHT DEVELOPMENT, A CALIFORNIA CORPORATION, IN JUNE 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND IS TRUE AND COMPLETE AS SHOWN.

DATED THIS _____ DAY OF _____, 20____.

PRELIMINARY FOR REVIEW ONLY
MICHAEL HALTERMAN, LS 8040



CITY ENGINEER’S STATEMENT

I, ROBERT ARMUJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS ACCOMPANYING FINAL MAP OF "TRACT NO. 3804, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LARKSPUR ESTATES UNIT NO. 4" AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THE FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____.

BY: ROBERT ARMUJO, R.C.E. 63173

CITY CLERK’S CERTIFICATE

I, ADRIANNE RICHARDSON, CITY CLERK OF THE CITY OF TRACY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF SAN JOAQUIN ON THIS _____ DAY OF _____, 20____ AND THAT COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC:

THAT COUNCIL DID ACCEPT, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC:

THE ROADS, STREETS, DRIVES, PUBLIC FACILITY EASEMENTS, AND THE LANDSCAPE EASEMENTS, ALL AS SHOWN ON THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

ADRIANNE RICHARDSON, CITY CLERK

BY: _____

PRINT NAME: _____

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ O’CLOCK ____ M.

IN BOOK _____ OF MAPS AND PLATS AT PAGE(s) _____, S.J.C.R.

AT THE REQUEST OF BRIGHT DEVELOPMENT, A CALIFORNIA CORPORATION.

FEE: _____

STEVE J. BESTOLARIDES, COUNTY CLERK/RECORDER

BY: _____
ASSISTANT/DEPUTY RECORDER

BASIS OF BEARINGS

THE BEARING OF SOUTH 27°00'24" EAST FOR THE LINE BETWEEN CITY OF TRACY MONUMENTS NO. 8 AND NO. 2058 AS CALCULATED FROM COORDINATES SHOWN ON MAP FILED IN BOOK 36 OF SURVEYS, AT PAGE 118, SAN JOAQUIN COUNTY RECORDS, WAS USED FOR THE BASIS OF ALL MEASURED BEARINGS SHOWN ON THIS MAP.

SUBDIVISION SUMMARY

13 LOTS = 1.89 ACRES

LEGEND

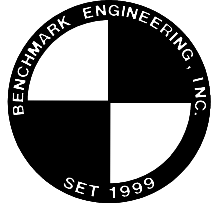
- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
- FOUND MONUMENT AS NOTED
 - FOUND MONUMENT IN MONUMENT WELL, AS NOTED
 - ▲ FOUND GPS MONUMENT, AS SHOWN ON REF I.
 - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
 - 3"WC ○ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL REAR LOT CORNERS, AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00 FOOT PROJECTION OF ALL LOT LINES INTO STREET AND AT ALL RIGHT-OF-WAY ANGLE AND CURVE POINTS
 - RESTRICTED ACCESS
 - O.R. OFFICIAL RECORDS
 - I.N. INSTRUMENT NUMBER
 - D.N. DOCUMENT NUMBER
 - R.S. RECORD OF SURVEY
 - P.M. PARCEL MAP
 - O.P. OFFICIAL PLATS
 - (M) MEASURED ON THIS SURVEY
 - (R) RADIAL BEARING
 - SFN SEARCHED, FOUND NOTHING
 - PUE PUBLIC UTILITY EASEMENT
 - C42 CURVE TABLE REFERENCE

REFERENCES

- (A) BOOK 37 OF MAPS, PAGE 87, LARKSPUR ESTATES UNIT NO. 3
(B) BOOK 36 OF SURVEYS, PAGE 118, CITY OF TRACY GEODETIC CONTROL NETWORK
(C) INSTRUMENT NO. 98003513, GRANT OF PUBLIC UTILITY EASEMENT TO THE CITY OF TRACY

TRACT NO. 3804
SUBDIVISIONS OF SAN JOAQUIN COUNTY
LARKSPUR ESTATES, UNIT NO. 4

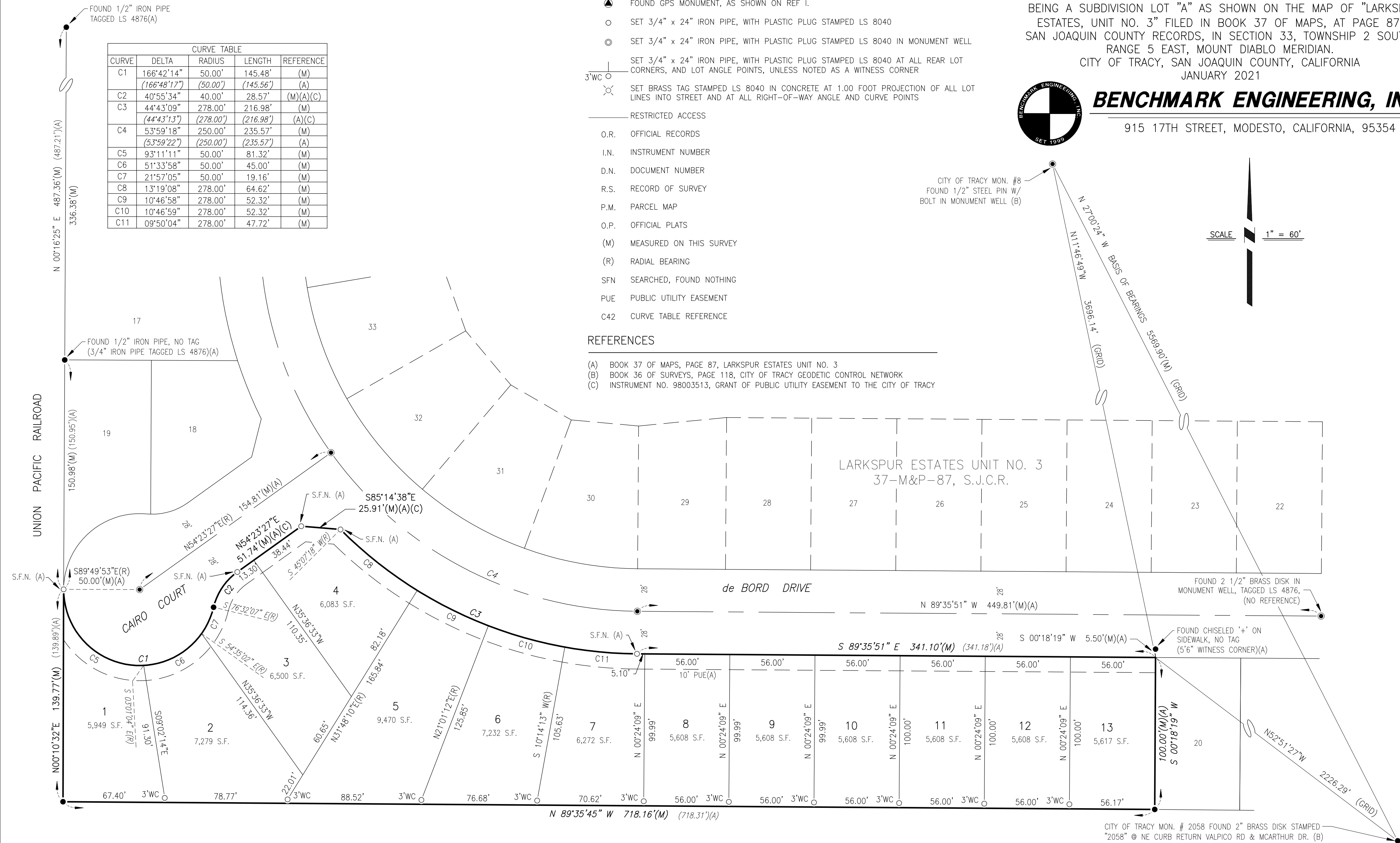
BEING A SUBDIVISION LOT "A" AS SHOWN ON THE MAP OF "LARKSPUR ESTATES, UNIT NO. 3" FILED IN BOOK 37 OF MAPS, AT PAGE 87, SAN JOAQUIN COUNTY RECORDS, IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
JANUARY 2021



BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354

SCALE 1" = 60'



Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3804 LARKSPUR ESTATES UNIT 4, TSM19-0003

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Bright Development Inc, a California corporation ("**Subdivider**").

Recitals

- A. Subdivider is currently the owner of the real property located on the southside of De Bord Drive and Cairo Court ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.
- B. On September 1, 2020, the City Council approved a tentative subdivision map known as Vesting Tentative Subdivision Map for Subdivisions of San Joaquin County Larkspur Estates, Unit No. 4 Tract No. 3804 by Resolution No. 2020-162 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated here by reference.
- C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.
- D. On April 8, 2021, Subdivider submitted an application to the City for a Final Map ("**Final Map**") for the Property that is the subject of the Tentative Map.
- E. On October 18, 2022, the City entered into a Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company ("**UPRR**"), to allow the City, and its assignees (the Subdivider), to construct an underground storm drain connection under the UPRR spur. The underground storm drain pipe would allow Larkspur Estates to drain into the City's storm drain system.

- F. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider and approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, under ENG20-0030, and are incorporated herein by reference. The term "Plans and Specifications" consists of: Larkspur Estates Unit No. 4 Offsite Improvement Plans Tract 3804, prepared by Benchmark Engineering, Inc. of Modesto, California, ten (10) sheets, approved by the City Engineer on November 8, 2022, and the City's Design Documents as applicable. Subdivider is required to set or re-set monuments as needed.
- G. Because the required improvements pursuant to the Plans and Specifications and the Conditions have not been completed, Subdivider has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (collectively, "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications, but subject to any applicable fee credit and reimbursement pursuant to Section 4 below. No change shall be made to the Work unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Subdivider's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Subdivider shall submit all requests for extensions of time to the City, in writing, as soon as reasonably practicable given the circumstances of the subject delay but in no event later than the date on which performance is due.
- 2.1. Commencement of Work. No later than fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider shall not begin Work before the date specified in the written notice.
- 2.2. Schedule of Work. Concurrently with the written notice of beginning of Work, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

- 2.3. Completion of Work. Subdivider shall complete all Work by no later than 365 days after Subdivider's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, the City Council may grant an extension of time if (a) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.
 - 2.4. Reversion to Acreage. If Subdivider fails to begin the Work before the date on which completion is due, Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Subdivider shall bear the costs of processing and implementing the reversion.
3. Improvement Security. Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:
 - 3.1. Faithful Performance security in the amount of \$891,048.70 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.
 - 3.2. Labor and Material security in the amount of \$891,048.70 to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.
 - 3.3. Warranty security in the amount of \$89,104.87 to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.
 - 3.4. Monumentation security in the amount of \$3,000.00 to secure faithful performance of setting monuments pursuant to Government Code section 66496.
4. Credits and Reimbursement. To be eligible for fee credits and reimbursement, Developer shall submit an Engineer's Estimate for the Work detailed in this Agreement to the City. City shall review the estimate for reasonableness and will compare the estimate with the amount allowed for improvements in the City's applicable Fee Program. Developer shall be eligible for fee credits/reimbursement, based on the lesser of the cost of the improvements in the City's applicable Fee Program and the Engineer's Estimate. The total of fee credits and reimbursements combined are not to exceed \$592,002.08 for the work detailed in this Agreement. Fee credits/reimbursement are subject to applicable provisions of Title 13 of the Tracy Municipal Code, as follows:
 - 4.1. Credits for Storm Drainage Fees. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 3, Developer shall be eligible for fee credits against Developer's obligation to pay

the City's Storm Drainage Fees in the amount of \$29,419.00. Developer is responsible for paying the associated program management fee.

- 4.2. Reimbursement of Actual Costs. Developer shall be eligible for reimbursement for the actual costs of the work pursuant to this Agreement minus the amount received in credits, as detailed in section 4.1. The reimbursement amount is not to exceed \$562,583.80. To determine actual costs, Developer must submit all necessary documentation, as determined by the City, for evaluation. Reimbursements will be provided in accordance with the requirements of Section 13.08 of the Tracy Municipal Code.
5. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, below, has expired, at which time the indemnification obligations under this Section 5 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 5 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 14, below.
6. Insurance. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 6 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.
 - 6.1. General. Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.
 - 6.3. Professional Contracts. Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception

date, continuity date, or retroactive date must be before the effective date of this Agreement, and Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

- 6.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for “any auto” including “hired autos” and “non-owned autos”) coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

6.4.1. If Subdivider has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

- 6.5. Workers’ Compensation coverage shall be maintained as required by the State of California.

- 6.6. Endorsements. Subdivider shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

6.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Subdivider’s Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

6.6.3. Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

- 6.7. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

- 6.8. Authorized Insurers. All insurance companies providing coverage to Subdivider 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, with an AM Best rating of at least A-:VII.

- 6.9. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

- 6.10. Substitute Certificates. No later than thirty (30) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.
- 6.11. Subdivider's Obligation. Maintenance of insurance by Subdivider as specified in this Agreement shall in no way be interpreted as relieving Subdivider of any responsibility whatsoever (including indemnity obligations under this Agreement), and Subdivider may carry, at its own expense, such additional insurance as it deems necessary.
7. Independent Contractor Status. Subdivider is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Subdivider.
8. Default.
 - 8.1. Notice. If Subdivider is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) describing the default.
 - 8.2. Events of default. Subdivider shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
 - 8.2.1. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
 - 8.2.2. Subdivider permanently abandons the Project site after the Work has commenced for a continuous period of more than one hundred eighty (180) days without providing City with notice of same and a reasonable justification of the reasons for Subdivider temporarily halting the Work.
 - 8.2.3. Subdivider fails to perform one or more requirements of this Agreement.
 - 8.2.4. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
 - 8.2.4. Subdivider violates any legal requirement related to the Work.
 - 8.3. If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:
 - 8.3.1. Cure the default and charge Subdivider for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

8.3.2. Demand Subdivider complete performance of the Work.

8.3.3. Demand Subdivider's surety (if any) complete performance of the Work.

9. Ownership of Work. Except as otherwise prohibited under applicable laws and regulations, all original documents prepared by Subdivider for this Agreement are the property of the City, and Subdivider shall provide them to the City at the completion of Subdivider's Work, or upon demand from the City.
10. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
11. Inspection by the City; Inspection Fees. In order to permit the City to inspect the Work, Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Subdivider shall pay all such costs and provide a report directly to the City. Payment made pursuant to this Section 11 shall constitute full payment of all City Inspection Fees for the Work.

12. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 12.
13. Acceptance of Work. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.
14. Warranty Period. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements. So long as Subdivider performs any such necessary repair, replacement, or reconstruction of any defective improvements as required hereunder, the default shall be considered cured.

15. Notices.

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

To City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Engineer
notice@cityoftracy.org

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

To Subdivider:

Bright Development, Inc.
1620 N. Carpenter Rd, Bldg. B
Modesto, CA 95351
Attn: Dave Butz
dbutz@bright-homes.com

With a copy to:

Miller Starr Regalia, Attn: Nadia Costa
1331 N. California Blvd., 6th Floor
Walnut Creek, CA 94596
nadia.costa@msrlegal.com

- 15.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
16. Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.
17. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
18. 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.
19. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider's duties be delegated, without the City's prior written consent, which shall not be unreasonably withheld, delayed, denied, or conditioned. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
20. Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by 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.
21. Permits, Licenses, and Compliance with Law. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work.

Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

22. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

- A. Legal Description of Property (Recital A.)
- B. Conditions of Approval (Recital D.)
- C. Subdivider's Authorized Representative Information (Section 12.)

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

Subdivider



Date: _____

Bright Development Inc., a California corporation

Approved by City Council on _____ by
Resolution No. _____.

By: Laura Erickson
Title: Chief Operating Officer
Date: 11/17/22

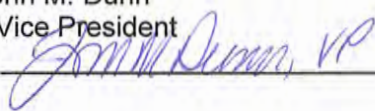
Federal Employer Tax ID No.
94-1741340

Attest:

By: Adrienne Richardson, City Clerk

By: John M. Dunn
Title: Vice President

Approved As To Form:

Date: 

By: Bijal M. Patel, City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Stanislaus

On November 17, 2022 before me, Michael Banyamin, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Laura Erickson and John M. Dunn
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agreement - Tract 3804

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-

-
- 1) APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN CITY AND BRIGHT HOMES, INC, FOR TRACT 3804 LARKSPUR ESTATES UNIT 4, AND**
 - 2) AUTHORIZING THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER.**

WHEREAS, on October 11, 1995, the City approved the Concept, Preliminary and Final Development Plan, and the Vesting Tentative Subdivision Map for Larkspur Estates (Larkspur VTM), a single-family residential development with a total of one-hundred eighty (180) single family dwelling units; and

WHEREAS, the original developer for the Larkspur VTM constructed a temporary retention basin to store the storm water runoff; and

WHEREAS, the Subdivider submitted new Vesting Tentative Map; and

WHEREAS, on September 1, 2020, the new Vesting Tentative Map was approved; and

WHEREAS, the Subdivider submitted a Final Subdivision Map to subdivide the parcel into thirteen (13) residential lots and is further described as Tract 3804 Larkspur Estates Unit 4; and

WHEREAS, the Subdivider will construct a portion of the ultimate Detention Basin 2B, construct a storm drain pipe underneath a Union Pacific Railroad spur and then fill the existing temporary retention basin; and

WHEREAS, upon completion the Subdivider's portion of the Detention Basin 2B, the City will accept the public improvements for maintenance and will accept all offers of dedication of public easements, if any; and

WHEREAS, the Subdivider has executed the Subdivision Improvement Agreement and posted improvement security which will guarantee the construction of the public utilities improvements required to serve Tract 3804 Larkspur Estates Unit 4; and

WHEREAS, the Engineering Division reviewed and approved the Improvement Plans. The Subdivision Improvement Agreement is approved for execution and recordation. Final Subdivision Map is approved for recordation. All items are on file with the City Engineer and are available for review upon request; and

WHEREAS, the Developer has paid the applicable engineering review fees which include the cost of processing the Final Subdivision Map, Improvement Plans, and Subdivision Improvement Agreement; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Residential Low and all applicable General Plan policies, as well as consistent with the Low Density Residential (LDR) Zone and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. Therefore, no further environmental review is necessary; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement between City and Bright Homes, Inc., for Tract 3804 Larkspur Estates Unit 4; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt two resolutions: (1) Awarding a construction contract to TNT Industrial Contractors, Inc. for the construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) in the amount of \$1,086,684 at Park & Ride Well No. 6 and Ball Park Well No. 7; and (2) Approving a Professional Services Agreement with Carollo Engineers, Inc. to provide design support services during construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) for a term of seven (7) months and a total not to exceed amount of \$137,651.

EXECUTIVE SUMMARY

This agenda item requests two actions from the City Council. One is for the award of a construction contract for the Ammonia Storage/Feed Systems Project (CIP 75162 – Well Improvements) and the other is for the approval of the Professional Services Agreement (PSA) for providing design support services during construction, for this project. The project involves the installation of a new Programmable Logic Controller (PLC) hardware and liquid ammonium sulfate storage and feed systems, minor upgrades to the existing sodium hypochlorite storage and feed systems, construction of new cast in place vaults for chemical injections, and various associated upgrades to provide a functional ammonia storage/feed system at each site location.

Award of the construction contract and PSA will expedite the completion of the project in a timely manner to allow the City to use two additional groundwater wells in conjunction with treated surface water during droughts.

BACKGROUND AND LEGISLATIVE HISTORY

1. Background

The City supplies its residents with about 20,000 acre-feet per year of surface water from Byron Bethany Irrigation District (BBID) and Central Valley Project (CVP) via the Delta Mendota Canal (DMC) and from the Stanislaus River (via Woodward Reservoir and the South Stanislaus Irrigation District). The City augments these surface water supplies with water from nine groundwater wells but only five of these wells (about 600 acre-feet per year) can currently be used with surface water deliveries. The City has two wells that are equipped with chlorination facilities to disinfect the water prior to placing it into the distribution system, but the City cannot use these wells when the City delivers surface water (treated with ammonia to create chloramines for disinfection). Mixing chlorinated water with chloramines creates a chemical reaction that eliminates any residual chlorine content allowing bacteria and viruses to potentially grow in the distribution pipelines. Adding ammonia treatment to the well heads would allow the wells to be used during droughts to supplement or replace surface water and protect human health by maintaining a chlorine residual in the distribution system as required by the California Drinking Water Standards (Title 22).

2. Project

The Ammonia Storage/Feed Systems Project (CIP 75162 – Well Improvements) consists of the installation of liquid ammonium sulfate storage and feed systems and new PLC hardware, minor upgrades to the existing sodium hypochlorite storage and feed systems, construction of new cast in place vaults for chemical injections, new sample lines and analyzers, electrical work, and associated appurtenances to provide a functional ammonia storage/feed system at Park & Ride Well No. 6 and Ball Park Well No. 7.

3. Construction Contract & Professional Services Agreement

The project improvement plans, specifications and cost estimates (PSE) were prepared by Carollo Engineers and the project was advertised for construction bids on August 11, 2022. The PSE and the bid documents only comprised of a Base Bid, which included the scope of work discussed above in this staff report. The bid documents required that the construction contract will be awarded on the basis of the lowest monetary Base Bid only. Additionally, the project was advertised for design support during construction on November 16, 2022 and only one proposal was received on December 5, 2022, from Carollo Engineers. As the engineer of record who originally designed the project, the City feels that Carollo Engineers is the most qualified to provide design support during construction.

ANALYSIS

A total of five construction bids were received on September 26, 2022, as listed below:

Contractor	Base Bid
TNT Industrial Contractors, Inc.	\$1,086,684
GSE Construction Company, Inc.	\$1,120,800
Syblon Reid	\$1,125,000
Pacific Infrastructure	\$1,287,000
Valentine Corporation	\$1,329,369

The Base Bid from TNT Industrial Contractors, Inc. is the lowest monetary bid. The bid analysis indicates that the lowest bid from TNT Industrial Contractors, Inc. is responsive, and the bidder is responsible.

FISCAL IMPACT

The Ammonia Storage/Feed Systems project is an approved Capital Improvement Program project in the Water Capital Improvements fund. (CIP 75162 – Well Improvements). Sufficient funds are available in the budget to cover the cost of the contract with TNT Industrial Contractors, Inc. and the Professional Services Agreement with Carollo Engineers, Inc.

CEQA DETERMINATION

This agenda item is exempt from CEQA requirements.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the delivery of improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt two resolutions: (1) Awarding a construction contract to TNT Industrial Contractors, Inc. for the construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) in the amount of \$1,086,684 at Park & Ride Well No. 6 and Ball Park Well No. 7; and (2) Approving a Professional Services Agreement with Carollo Engineers, Inc. to provide design support services during construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) for a term of seven (7) months and a total not to exceed amount of \$137,651.

Prepared by: Lemar Saffi, Associate Engineer

Reviewed by: James Jackson, Director of Operations & Utilities
Sara Cowell, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments: A - Agreement for Public Improvements TNT Industrial Contractors, Inc.
B - Professional Services Agreement Carollo Engineers, Inc.

AGREEMENT FOR PUBLIC IMPROVEMENTS**AMMONIA STORAGE/FEED SYSTEMS
CIP 75162**

This AGREEMENT ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation ("City"), and TNT Industrial Contractors, Inc. ("Contractor").

RECITALS

- A.** In accordance with State law, including the Public Contract Code, and local law, including the Tracy Municipal Code, the City issued an invitation for competitive bids for this Project.
- B.** In response to the invitation for bids, the Contractor submitted the Bid Forms, which are incorporated here by reference, and these were found by the City to be responsive to the invitation for bids.
- C.** After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. _____.
- D.** The Project is more specifically described in the Contract Documents, but generally includes the following items of work. Installation of liquid ammonium sulfate storage and feed systems, installation of new PLC hardware, minor upgrades to the existing sodium hypochlorite storage and feed systems, construction of new cast in place vaults for chemical injection, new sample lines and analyzers, and associated electrical work at the Park n Ride Well and Ball Park Well.

E**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents ("Work"), to the satisfaction of the Engineer. Contractor shall perform additional work arising from changes ordered by the City in accordance with Section 2.3, "Modifications" of this Agreement.
- 2. CONTRACT DOCUMENTS.**
 - 2.1. List of Contract Documents and Precedence.** The Contract Documents consist of the documents listed below, beginning with the highest and ending with the lowest order of precedence. If there is a conflict between component parts of the Contract Documents, the document highest in precedence controls. See also General Provisions, Section 4.05, "Precedence of Contract Documents".
 - a. Change orders.
 - b. Project directives.
 - c. Permits in the following order those issued by other agencies, those issued by the City.
 - d. Agreement and Required Agreement Forms – Bid Bond, Faithful Performance and Labor and Materials Bonds, Warrantee Bond, Insurance Endorsements, Worker's Compensation.

- e. Project Specifications, in the following order - Addenda, Bid Proposal including all Bid Proposal Forms, Notice to Bidders, Special Provisions, Technical Provisions, Exhibits, General Provisions.
- f. Project Plans and Drawings.
- g. City Standard Specifications.
- h. City Standard Plans and City Parks and Streetscape Standard Plans.
- i. Reference Specifications, in the following order – Standard Specifications for Public Works Construction “Greenbook” (current edition), State of California Department of Transportation (Caltrans) State Standard Specifications (current edition).
- j. Reference Plans, in the following order – Standard Plans for Public Works Construction (current edition), State of California Department of Transportation (Caltrans) State Standard Plans (current edition).

2.2. Addenda. The following addenda are incorporated into the Contract Documents:

<u>No.</u>	<u>Date of Issue</u>
1	September 20, 2022

2.3. Modifications. The Contract Documents may not be modified orally or in any manner other than in writing in accordance with procedures prescribed in the Contract Documents. See General Provisions Sections 2.07, “Examination of Plans, Specifications, and Work Site”, Section 2.08, “Requests for Clarification”, Section 5, “Changes in Work”, Section 8.15, “Time of Completion and Days Charged”, and Section 10.06, “Claims”. All such written modifications shall become part of the Contract Documents.

2.4. Entire Agreement. The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

3. **CONTRACT AMOUNT.** The Contract Amount, is One Million Eighty Six Thousand Six hundred Eighty Four Dollars (\$1,086,684). City shall pay to Contractor, for the performance of the Work, the Contract Amount pursuant to the General Provisions, Section 10, “Measurement and Payment”, subject to adjustment for unit price items, and as modified by the terms of the Contract Documents. The Contractor’s compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control; including flagmen) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents).

4. **CONTRACT TIME.** After the Contractor has provided all documents required by the Notice of Award, as identified in the Notice to Bidders, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence upon receipt date of the Notice to Proceed. Contractor shall commence work

within fifteen calendar days of the receipt date specified in the Notice to Proceed. See General Provisions Sections 8.01, "Notice to Proceed", 8.02, "Commencement of Work", 8.15, "Time of Completion and Days Charged", and 8.17, "Delays and Extension of Time".

5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete. See Notice to Bidders and General Provisions Section 8.16, "Liquidated Damages".
6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.
7. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish a Faithful Performance Bond, Labor and Material Bond, Warranty Bond, or other guarantees, in the required amounts as improvement securities, in a form substantially the same as that set forth in the Contract Forms or in an alternate form authorized by state law and approved by the City. See Division C, "Agreement and Agreement Forms" of the Project Specifications and General Provisions Section 3.07, "Contract Bonds".
8. **INSURANCE.** Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements required by General Provisions Section 3.08, "Insurance Requirements" have been satisfied.
9. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in General Provisions Section 9.06, "Permits and Fees".
10. **DEFAULT.** The default provisions set forth in General Provisions Section 8.12, "Default by Contractor and Termination of Control", shall apply.
11. **FINAL ACCEPTANCE OF WORK.** Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete. See General Provisions Sections 8.20, "Final Acceptance" and 8.21, "Risk of Loss".

12. **WARRANTY.** The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council and shall provide a Guarantee and Warranty Bond in the required amount, in accordance with the terms of the Contract Documents. In the event that during the one-year warranty period any portion of the Work is determined by the Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default. See General Provisions Section 11, "Guarantee".
13. **LABOR REQUIREMENTS.**
- 13.1. **Prevailing Wage.** The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the Contract Documents shall be interpreted in a manner conflicting with these rates. See General Provisions Section 9.05 (d), "Prevailing Wage".
- 13.2. **Apprentices.** Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See General Provisions Section 9.05 (f), "Apprentice Program".
- 13.3. **Wage Information.** A copy of the general prevailing rates of per diem wager for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations, are available at the office of the City's Director of Development and Engineering Services, located at Tracy City Hall, 333 Civic Center Plaza. These will be made available to any interested party upon request.
- 13.4. **Hours of Labor.** The Contractor shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810- 1815. See General Provisions Section 9.05 (c), "Hours of Labor".
- 13.5. **Nondiscrimination.** Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability. See General Provisions Section 9.05 (a), "Non-Discrimination".
14. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or Subcontractors, and they shall not be deemed agents, servants or employees of the City. See General Provisions Sections 9.01, "Contractor's Responsibility for the Work" and 9.02, "Contractor's Responsibility for Subcontracted Work".
15. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or

acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

16. **ATTORNEY'S FEES.** If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
17. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.

18. ASSIGNMENT AND DELEGATION.

- 18.1. **Assignment of This Agreement.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. See General Provisions Section 3.04, "Assignment".
- 18.2 **Assignment pursuant to Government Code.** Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

19. MISCELLANEOUS PROVISIONS.

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

To CITY:
City of Tracy
Operations and Utilities Department
Attn: James A. Jackson
520 N. Tracy Blvd.
Tracy, CA 95376

To CONTRACTOR:
TNT Industrial Contractors, Inc.
Joshua Twist
3800 Happy Lane
Sacramento, CA 95827

Copy to:
City of Tracy
Attn: Bijal M. Patel, City Attorney
333 Civic Center Plaza
Tracy, 95376

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

- 19.2. 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.
- 19.3. 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.
- 19.4. Public Records. Public records are subject to disclosure under the California Public Records Act, Government Code Section 6250 *et. seq.*
- 19.5. Jurisdiction and venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 19.6. 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 Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(Signatures on next page)

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

CONTRACTOR:

TNT Industrial Contractors Inc

Name of Contractor

3800 Happy Lane, Sacramento, CA 95827

Contractor's Address

68-0248760

Federal Employer ID No.

622974

Contractor's License No.

A & B 07/31/2023

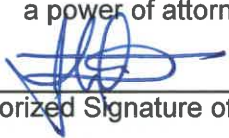
Class of License & Exp. Date

If Contractor is a Corporation, the agreement must be signed by one corporate officer from each of the following two groups:

Group A - Chairman, President or Vice President

Group B – Secretary, Assistant Secretary, CFO or Assistant Treasurer

If Contractor is a partnership, the agreement must be signed by the partner or partners authorized to sign contracts on behalf of the partnership. If Contractor is an individual, the agreement must be signed by the individual. If the signature is by an agent other than an officer of a corporation, or a member of a partnership, a power of attorney must be submitted with the Agreement.


Authorized Signature of Contractor

Joshua Twist

Name of Signatory (written out)

President

Title of Signatory

12/20/2022

Date


Authorized Signature of Contractor

Joshua Twist

Name of Signatory (written out)

Secretary

Title of Signatory

12/20/2022

Date

CITY OF TRACY:

By: Nancy D. Young
Title: Mayor

Date: _____
(Approval Effective)

ATTEST:

By: Adrienne Richardson
Title: City Clerk

Date: _____

APPROVED AS TO FORM:

By: Bijal M. Patel, City Attorney

Date: _____

END OF AGREEMENT

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Carollo Engineers, Inc. for Engineering Services during the
Ammonia Storage/Feed System Construction Project CIP75162**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Carollo Engineers, Inc., a Delaware Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide engineering services during construction on the Ammonia Storage and Feed System to Two Wells project; and

B. City posted a Request for Proposals (RFP) on November 16, 2022. Consultant submitted a proposal on December 2, 2022. No other proposals were submitted in response to the RFP.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 23- approved by Tracy City Council on January 17, 2022.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Peter von Bucher, P.E. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin on January 18, 2023 and end on , August 31, 2023 unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$137,651. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
James A. Jackson
Operations & Utilities Director
520 N. Tracy Blvd.
Tracy, CA 95376

To Consultant:
Carollo Engineers, Inc.
Peter von Bucher, P.E.
2795 Mitchell Dr.
Walnut Creek, CA 94598

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

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

City of Tracy -- Professional Services Agreement with Carollo Engineers, Inc.

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

~~Carollo Engineers, Inc.~~

By: Peter von Bucher
Title: Vice President
Date: 12/20/2022 | 1:20 PM PST

Federal Employer Tax ID No. _____

DocuSigned by:

Thomas Gillogly
By: Thomas Gillogly
Title: Senior Vice President
Date: 12/20/2022 | 2:19 PM PST

Exhibits:

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

EXHIBIT A - Scope of Work

Task 1.0 – Project Management

Task 1.1 – Project Management

Carollo will provide project administration and management necessary to perform planning, execution, monitoring, sub-consultant coordination, and reporting of the Project. Carollo will prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during that billing period. It is assumed construction duration will be six (6) months from the City issuing a Notice to Proceed.

Task 2.0 – Engineering Services During Construction

Task 2.1 – Attend Construction Meetings

Carollo will attend a total of six (6) construction progress meetings during the active construction of the project. This task assumes all meetings will be virtual. The active construction duration is the time that the Contractor is actively working on site and is assumed to be 3 months.

Task 2.2 – RFI Review

Carollo will review six (6) requests for information (RFI's) as requested by the City. We assume the RFI's will include Contractor furnished information and technical documents, including supplemental drawings, specifications, etc. that require additional clarification. We have allocated 4 hours for each RFI.

Task 2.3 – Submittal Review

Carollo will review shop drawing submittals provided by the Contractor. Review comments will be returned to the City's construction manager for processing and distribution to the Contractor. It is assumed that a total of twenty (20) initial submittals will be reviewed and a total of ten (10) resubmittals will be reviewed. We assume each initial submittal review will require 6 hours and each resubmittal will require 3 hours of review time.

Task 2.4 – Change Order Review

Carollo will review change order proposals as needed. We assume there will be one (1) change order review that will require four (4) hours of review time.

Task 2.5 – Structural Observation

Carollo will provide a structural engineer, licensed in the state of California, to perform structural observations. Structural observations will be made on two separate occasions. Written statement of deficiencies identified during the structural observations will be provided, with a follow up document identifying whether the deficiencies have been resolved or not.

Task 3.0 – Final Inspection and Project Acceptance

Task 3.1 – Final Inspection and Project Acceptance

Carollo will make recommendations to the City regarding Project acceptance and substantial completion. Carollo will also perform a final inspection prior to start-up

services. This task includes one (1) half-day site visit.

Task 4.0 – Startup and Commissioning

Task 4.1 – Startup and Commissioning

Carollo will assist contractor with startup and commissioning activities. This task includes one planning meeting and one (1) full day site visit.

Task 5.0 - Record Drawings Development

Task 5.1 – Record Drawings Development

Carollo will develop record drawings for the project under this task. We assume the Contractor will develop red-lined markups during construction. The City's construction manager will review the Contractor's red-lined markups for accuracy. Carollo will draft the record drawings and submit CAD drawings and PDFs for the City's records. This task assumes drawings will be provided in electronic format only.

Task 6.0 – Optional Services (Not in Budget)

The optional services described under this task would be authorized on an as-needed basis with the scope and budget for each task to be negotiated. The Task 6.0 Optional Services line item in Exhibit B is intended as a placeholder and may not be sufficient to complete all the subtasks described herein.

Task 6.1 – Additional ESDC Services

Any additional ESDC services in quantities more than assumed herein (such as additional construction meetings or RFI and submittal reviews) can be provided under this task.

Task 6.2 – Inspection Services

Under this task, Carollo would provide inspection services during construction as required by the City, including structural, electrical, and general inspections.

Task 6.3 – Training Services

Under this task, Carollo would provide training services for the chlorine and ammonia storage feed systems. This training would include a classroom portion and practical field portion. It would focus on details of the design not discussed in the equipment manufacturers' training sessions.

Task 6.4 - O&M Manual

Under this task, Carollo would develop an Operations & Maintenance (O&M) Manual for City staff to operate the chlorine and ammonia storage and feed systems. The manual would summarize operating strategies for dosing, monitoring parameters, and trigger levels. It would include overall theory of operation and Standard Operating Procedures.

Under this task, Carollo would provide inspection services during construction as required by the City, including structural, electrical, and general inspections.

Project Assumptions

- Total project duration is six months.
- Additional RFI reviews, submittal reviews, and site visits beyond what is explicitly stated in these tasks will require additional funding. (See Optional Services)
- Construction management services are not included in this scope of work.

City of Tracy -- Professional Services Agreement with Carollo Engineers, Inc.

- Document management system, if used, will be provided by the City.
- All project communication and documentation will be communicated through the City Project Manager to Carollo point of contact.

EXHIBIT B - Compensation



Engineers...Working Wonders With Water®

EXHIBIT B
CITY OF TRACY
AMMONIA STORAGE/FEED SYSTEMS - ESDC
CAROLLO FEE ESTIMATE

Task Description	Carollo Labor Hours										Carollo Labor Cost		Total Costs	
	\$345	\$324	\$303	\$303	\$303	\$303	\$223	\$147	Total Hours	Labor Cost	Printing, Travel, Mileage			
	PIC	PM	PE	Elec Eng	I&C Eng	Struct Eng	CAD	Admin/ Word Processing						
1.0 Project Management														
1.1 Project Administration	2	18	0	0	0	0	0	0	4	24	\$ 7,110	\$ -	\$ 7,110	
Subtotal	2	18	0	0	0	0	0	0	4	24	\$ 7,110	\$ -	\$ 7,110	
2.0 Engineering Services During Construction														
2.1 Attend Construction Meetings	0	7	7	0	0	0	0	0	0	14	\$ 4,389	\$ -	\$ 4,389	
2.2 RFI Review	0	4	8	4	8	8	0	0	0	32	\$ 9,780	\$ -	\$ 9,780	
2.3 Submittal Review	0	22	32	32	32	32	0	0	0	150	\$ 45,912	\$ -	\$ 45,912	
2.4 Change Order Review	0	4	4	0	0	0	0	0	0	8	\$ 2,508	\$ -	\$ 2,508	
2.5 Structural Observations	0	0	0	0	0	24	0	0	0	24	\$ 7,272	\$ 300	\$ 7,572	
Subtotal	0	37	51	36	40	64	0	0	0	228	\$ 69,861	\$ 300	\$ 70,161	
3.0 Final Inspection and Project Acceptance														
3.1 Final Inspection and Project Acceptance	0	4	4	0	0	0	0	0	0	8	\$ 2,508	\$ 300	\$ 2,808	
Subtotal	0	4	4	0	0	0	0	0	0	8	\$ 2,508	\$ 300	\$ 2,808	
4.0 Startup and Commissioning														
4.1 Startup and Commissioning	0	10	10	0	0	0	0	0	0	20	\$ 6,270	\$ 300	\$ 6,570	
Subtotal	0	10	10	0	0	0	0	0	0	20	\$ 6,270	\$ 300	\$ 6,570	
5.0 Record Drawings Development														
5.1 Record Drawings Development	0	2	6	4	4	0	40	0	0	56	\$ 13,810	\$ -	\$ 13,810	
Subtotal	0	2	6	4	4	0	40	0	0	56	\$ 13,810	\$ -	\$ 13,810	
Project Totals	2	67	67	40	44	64	40	4	4	328	\$ 97,051	\$ 600	\$ 97,651	
6.0 Optional Services													\$ 40,000	
Project Total With Optional Services													\$ 137,651	

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

AWARDING A CONSTRUCTION CONTRACT TO TNT INDUSTRIAL CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE AMMONIA STORAGE/FEED SYSTEMS (CIP 75162 - WELL IMPROVEMENTS) IN THE AMOUNT OF \$1,086,684 AT PARK & RIDE WELL NO. 6 AND BALL PARK WELL NO. 7

WHEREAS, the City supplies its residents with about 20,000 acre-feet per year of surface water from Byron Bethany Irrigation District (BBID) and Central Valley Project (CVP) via the Delta Mendota Canal (DMC) and from the Stanislaus River (via Woodward Reservoir and the South Stanislaus Irrigation District); and

WHEREAS, the City augments these surface water supplies with water from nine groundwater wells but only five of these wells (about 600 acre-feet per year) can currently be used with surface water deliveries; and

WHEREAS, the City has two wells that are equipped with chlorination facilities to disinfect the water prior to placing it into the distribution system, but the City cannot use these wells when the City delivers surface water; and

WHEREAS, mixing chlorinated water with chloramines creates a chemical reaction that eliminates any residual chlorine content allowing bacteria and viruses to potentially grow in the distribution pipelines; and

WHEREAS, adding ammonia treatment to the well heads would allow the wells to be used during droughts to supplement or replace surface water and protect human health by maintaining a chlorine residual in the distribution system as required by the California Drinking Water Standards (Title 22); and

WHEREAS, the Ammonia Storage/Feed Systems Project (CIP 75162 – Well Improvements) consists of the installation of liquid ammonium sulfate storage and feed systems and new PLC hardware, minor upgrades to the existing sodium hypochlorite storage and feed systems, construction of new cast in place vaults for chemical injections, new sample lines and analyzers, electrical work, and associated appurtenances to provide a functional ammonia storage/feed system at Park & Ride Well No.6 and Ball Park Well No.7; and

WHEREAS, a Notice Inviting Bids was advertised on August 11, 2022 and five proposals were received by the City in response to the notice; and

WHEREAS, TNT Industrial Contractors, Inc., was the lowest responsive bid; and

WHEREAS, the Ammonia Storage/Feed Systems project is an approved Capital Improvement Program project (CIP 75162 – Well Improvements) and there are sufficient funds in the budget to fund this construction contract; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes a construction contract with TNT Industrial Contractors, Inc. for the construction of the Ammonia Storage/Feed Systems project (CIP 75162 – Well Improvements) in the amount of \$1,086,684 at Park & Ride Well No. 6 and Ball Park Well No. 7.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PROVIDE DESIGN SUPPORT SERVICES DURING CONSTRUCTION OF THE AMMONIA STORAGE/FEED SYSTEMS (CIP 75162 - WELL IMPROVEMENTS) FOR A TERM OF SEVEN (7) MONTHS AND A TOTAL NOT TO EXCEED AMOUNT OF \$137,651

WHEREAS, the City supplies its residents with about 20,000 acre-feet per year of surface water from Byron Bethany Irrigation District (BBID) and Central Valley Project (CVP) via the Delta Mendota Canal (DMC) and from the Stanislaus River (via Woodward Reservoir and the South Stanislaus Irrigation District); and

WHEREAS, the City augments these surface water supplies with water from nine groundwater wells but only five of these wells (about 600 acre-feet per year) can currently be used with surface water deliveries; and

WHEREAS, the City has two wells that are equipped with chlorination facilities to disinfect the water prior to placing it into the distribution system, but the City cannot use these wells when the City delivers surface water; and

WHEREAS, mixing chlorinated water with chloramines creates a chemical reaction that eliminates any residual chlorine content allowing bacteria and viruses to potentially grow in the distribution pipelines; and

WHEREAS, adding ammonia treatment to the well heads would allow the wells to be used during droughts to supplement or replace surface water and protect human health by maintaining a chlorine residual in the distribution system as required by the California Drinking Water Standards (Title 22); and

WHEREAS, the Ammonia Storage/Feed Systems Project (CIP 75162 – Well Improvements) consists of the installation of liquid ammonium sulfate storage and feed systems and new PLC hardware, minor upgrades to the existing sodium hypochlorite storage and feed systems, construction of new cast in place vaults for chemical injections, new sample lines and analyzers, electrical work, and associated appurtenances to provide a functional ammonia storage/feed system at Park & Ride Well No. 6 and Ball Park Well No. 7; and

WHEREAS, this project involves extensive construction management, inspection, and day-to-day coordination with City staff to ensure smooth functioning of the construction project, and design support services are needed during construction; and

WHEREAS, a Request for Proposals (RFP) was advertised for design support services during construction on November 16, 2022; and

WHEREAS, Carollo Engineers, Inc. submitted a proposal to provide the design support services, and the City has determined that Carollo Engineers, Inc. possesses the skills, experience, and expertise to provide such services; and

WHEREAS, the Ammonia Storage/Feed Systems project is an approved Capital Improvement Program project (CIP 75162 – Well Improvements) and there are sufficient funds in the budget for the Professional Services Agreement with Carollo Engineers, Inc; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Carollo Engineers, Inc. to provide design support services during construction of the Ammonia Storage/Feed Systems (CIP 75162 - Well Improvements) for a term of seven (7) months and a total not to exceed amount of \$137,651.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting improvements for Kagehiro Phase 2, Tract 3882, constructed by Taylor Morrison of California, LLC, a California Limited Liability Company, and assume responsibility for the future maintenance and repair, and (2) authorizing the City Engineer to release performance and payment, and monumentation bonds, and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

Taylor Morrison of California, LLC, a California Limited Liability Company (Subdivider), has completed subdivision improvements for Kagehiro Phase 2, Tract 3882, containing 62 single family dwelling lots in accordance with the Subdivision Improvement Agreement, project plans, and specifications. Staff recommends City Council accept the improvements as completed to enable the City to file Notice of Completion and release the Subdivider's bond.

BACKGROUND AND LEGISLATIVE HISTORY

On June 4, 2019, by Resolution No. 2019-113, City Council approved the Subdivision Improvement Agreement (Agreement) for Kagehiro Phase 2, Tract 3882, a subdivision of 62 single family residential lots. This subdivision is generally located east of Corral Hollow Road and south of Kagehiro Drive. The subdivision is designated in the General Plan as Low Density Residential (LDR).

VVH Consulting Engineers prepared the improvement plans entitled "Improvement Plans for Kagehiro Phase 2, Tract 3882." The improvement plans were approved by the City Engineer, and bonds were provided by Subdivider to assure completion of public improvements. The estimated cost of public improvements are as follows:

Cost Breakdown:

Roadway Improvements	\$ 770,947
Water	\$ 160,145
Storm Drainage	\$ 142,233
Sanitary Sewer	\$ 139,043
Street Lights	\$ 68,640
Total	\$ 1,281,008

Subdivider has completed all work required to be done in accordance with the Agreement and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement and City specifications and plans. Notice of Completion should now be filed by the City Clerk, to be recorded at San Joaquin County Recorder's Office. Subsequently, performance and materials and labor bonds may be released per Tracy Municipal Code 12.36.080. The project carries a one-year warranty bond for all public improvements.

Subdivider has also furnished a monumentation bond, as required by the Agreement, to assure survey monumentation as required by the Final Map and full payment to the surveyor of record for installation of monuments. City Engineer has determined the required monumentation has been installed and is in receipt of a letter from the surveyor of record confirming full payment has been made. Therefore, the monumentation bond may be released.

A total of 144,184 square feet (3.31 acres) was dedicated as public right-of-way on the Final Map for Kagehiro Phase 2, Tract 3882 and accepted by the City Clerk subject to satisfactory completion of improvements thereon. Land value of dedicated public right-of-way is estimated at \$331,000. Filing of Notice of Completion by City Clerk will finalize acceptance of public right-of-way per Tracy Municipal Code 12.36.110.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the Offsite Improvement Agreements and there is no fiscal impact associated with this action.

COORDINATION

Project construction activities were coordinated with City of Tracy Public Works and Utilities Department.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by resolution, (1) City Council accept the public improvements as complete in accordance with the Subdivision Improvement Agreement for Kagehiro Phase 2, Tract 3882, and assume responsibility for their future maintenance and repair; and (2) authorize the City Engineer to release the performance, payment, and monumentation bonds; and (3) authorize the City Clerk to file Notice of Completion with the San Joaquin County Recorder's office.

Prepared by: Paul Verma, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

(1) ACCEPTING IMPROVEMENTS FOR KAGEHIRO PHASE 2, TRACT 3882 AND ASSUMING RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR; AND

(2) AUTHORIZING THE CITY ENGINEER TO RELEASE PERFORMANCE, PAYMENT, AND MONUMENTATION BONDS; AND

(3) AUTHORIZING THE CITY CLERK TO FILE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE

WHEREAS, on June 4, 2019, City Council approved a Subdivision Improvement Agreement (Agreement) by Resolution No. 2019-113 with Taylor Morrison of California, a California Limited Liability Company (Developer) for construction of public improvements within Kagehiro Phase 2, Tract 3882 a 62-lot residential development; and

WHEREAS, the City Engineer has inspected the completed work and recommends acceptance of all the improvements completed in accordance with the Agreement; and

WHEREAS, Developer furnished performance, payment, and warranty bonds assuring completion of the work. The estimated cost of the improvements is as follows:

Roadway Improvements	\$ 770,947
Water	\$ 160,145
Storm Drainage	\$ 142,233
Sanitary Sewer	\$ 139,043
Street Lights	\$ 68,640
Dedicated Land Value	\$ 331,000
Total	\$1,612,008; and

WHEREAS, 144,184 square feet (3.31 acres) was dedicated as public right-of-way on the Final Map for Kagehiro Phase 2, Tract 3882 and accepted by the City Clerk subject to the satisfactory completion of improvements; now, therefore, be it

RESOLVED: That City Council hereby accepts the improvements for Kagehiro Phase 2, Tract 3882 and assumes responsibility for their future maintenance and repair; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the performance, payment, and monumentation bonds; and be it

FURTHER RESOLVED: That City Council authorizes the City Clerk to file Notice of Completion with San Joaquin County Recorder's Office.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving (1) a Public Right-of-Way Dedication of Fee Interest for existing Paradise Road; (2) a grant of a Public Utility Easement adjacent to Paradise Road, and (3) authorizing the City Clerk to file the Dedication and Easement documents with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This item involves the dedication of right-of-way for public street purposes for the portion of existing Paradise Road that crosses the City's Animal Shelter property located at the southwest corner of Paradise Road and Grant Line Road (Assessor's Parcel Number 250-030-02) where no dedicated right-of-way for the existing public street currently exists. The dedications are needed at this time to complete the right-of-way and easements typically associated with a street.

ANALYSIS

Sometime in 2013, City of Tracy Capital Improvement Project (CIP) 73128 and CIP 75046 – Northeast Industrial Phase 1 Grant Line Road Widening and Improvements extended Paradise Road across and over a parcel (APN 250-030-02) to intersect with East Grant Line Road. At that time, the City was not able to complete the right-of-way dedication and public utility easement.

Sometime in 2014, the City of Tracy entered into a construction agreement with D.G. Granade, Inc. for CIP 71064 - Animal Shelter. Prior to the execution of the construction agreement the City was able to acquire the entire parcel.

The City can now complete the dedication of the public right-of-way for the portion of Paradise Road that crosses the Animal Shelter property to complete the dedications and easements as typical for streets. A 10' wide Public Utility Easement behind the new right-of-way will also be dedicated.

FISCAL IMPACT

There is be no fiscal impact associated with the preparation, processing and recordation of the Public Right-of-Way Dedication and grant of Public Utility Easement.

CEQA DETERMINATION

Environmental impacts and mitigations of the construction of City CIP 71064 Animal Shelter, and City CIP 73128 and 75046 Paradise Road to Grant Line Road were studied and determined by their respective environmental document. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

The Public Right-of-Way Dedication and grant of Public Utility Easement are routine operational items and are not related to the City Council's Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving (1) a Public Right-of-Way Dedication of Fee Interest; (2) a grant of Public Utility Easement, and (3) authorizing the City Clerk to file the Dedication and Easement documents with the Office of the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer

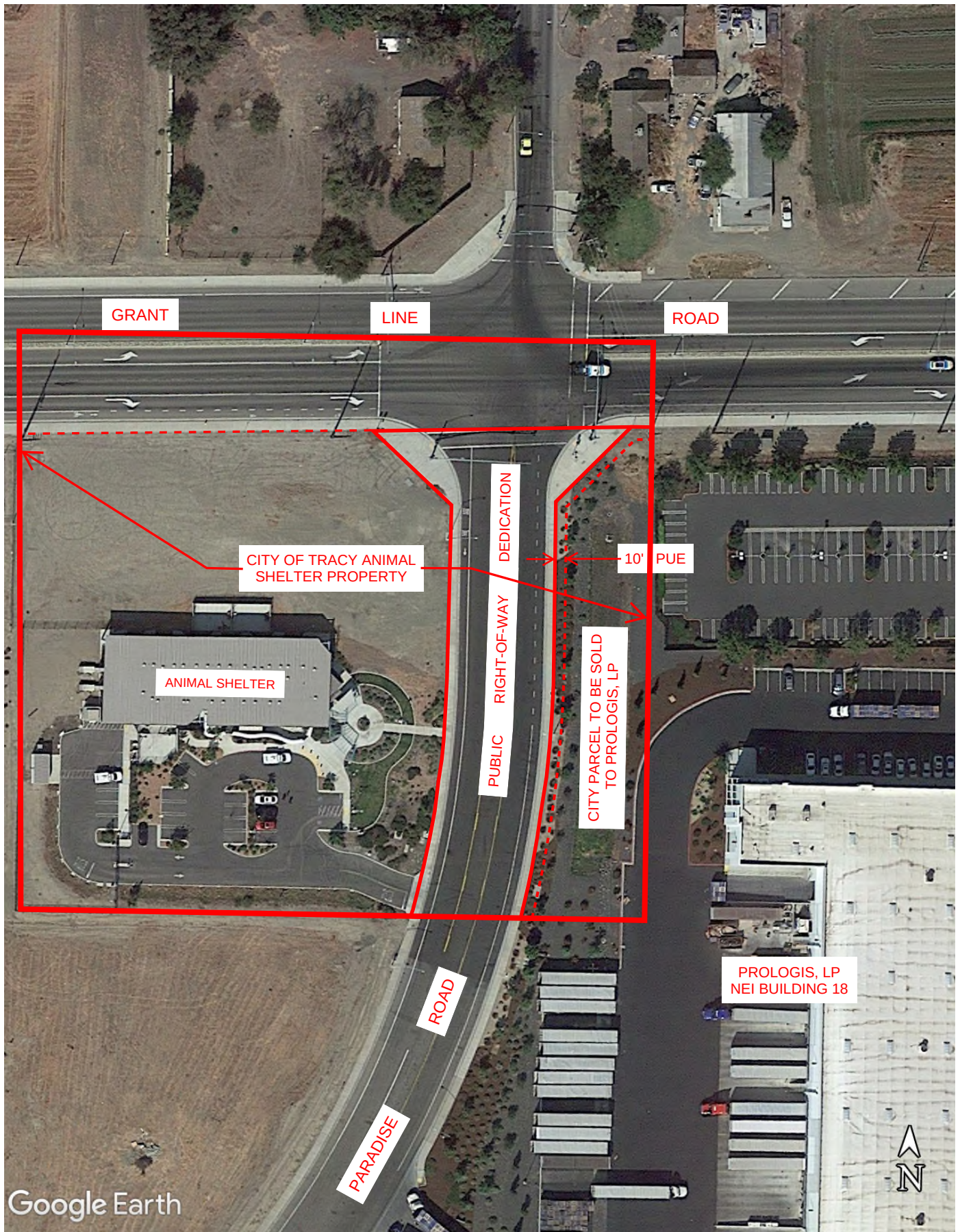
Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Right-of-Way Dedication Document
Attachment C – Public Utility Easement Document

ATTACHMENT A
LOCATION MAP



Recording Requested by:
City of Tracy

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

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

Space above this line for Recorder's
APN:

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

**PUBLIC RIGHT-OF-WAY DEDICATION OF FEE
INTEREST**

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

PUBLIC RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES

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

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

Signed this _____ day of _____, 20____

Corporation/Business Name: _____

Grantor Signatures:

Signature

Nancy D. Young Mayor

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. 1670, dated August 6, 1968, and the grantee consents to the recordation thereof.

DATED: _____

By: Adrienne Richardson, City Clerk
City of Tracy

EXHIBIT A
LEGAL DESCRIPTION

**LEGAL DESCRIPTION
EXHIBIT "A"**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND GRANTED TO THE CITY OF TRACY, A MUNICIPAL CORPORATION, BY THAT CERTAIN GRANT DEED RECORDED ON JULY 30, 2010 AS INSTRUMENT NO. 2010-098873 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF THE "VARIABLE WIDTH WIDENING OF STREET RIGHT-OF-WAY OFFERED FOR DEDICATION" OF GRANT LINE ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 3019, FILED FOR RECORD ON OCTOBER 30, 2003, IN BOOK 38 OF MAPS AND PLATS AT PAGE 70, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GRANT LINE ROAD, SOUTH 88° 35' 48" WEST, 20.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 88° 35' 48" WEST, 176.01 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 51° 44' 41" EAST, 55.16 FEET; THENCE SOUTH 0° 32' 33" WEST, 123.07 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 683.00 FOOT TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15° 04' 00", AN ARC DISTANCE OF 179.60 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID CITY PARCEL (2010 O.R. 098873), SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARADISE ROAD AT THE EASTERLY CORNER OF PARCEL F, AS SAID PARCEL AND ROAD ARE SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON MARCH 1, 2005 IN BOOK 23 OF PARCEL MAPS AT PAGE 101, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID CITY PARCEL (2010 O.R. 098873), SOUTH 89° 32' 04" EAST, 96.95 FEET, TO THE NORTHEASTERLY CORNER OF SAID PARADISE ROAD (23 PM 101); THENCE LEAVING LAST SAID LINE AND ALONG THE ARC OF A 777.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 76° 15' 32" WEST, THROUGH A CENTRAL ANGLE OF 13° 11' 55", AN ARC DISTANCE OF 178.99 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00° 32' 33" EAST, 123.07 FEET; THENCE NORTH 44° 29' 00" EAST, 55.16 FEET TO A POINT OF ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRANT LINE ROAD, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 33386 SQUARE FEET OR 0.7664 ACRES OF LAND, MORE OR LESS.


DAVID W. ENKE, L.S. 4071

9/27/21
DATE



EXHIBIT B
PLAT

LEGEND

AC
OR
M
P.O.B.
S.F.

ACRES
OFFICIAL RECORDS
MAPS
POINT OF BEGINNING
SQUARE FEET
PROPERTY LINE

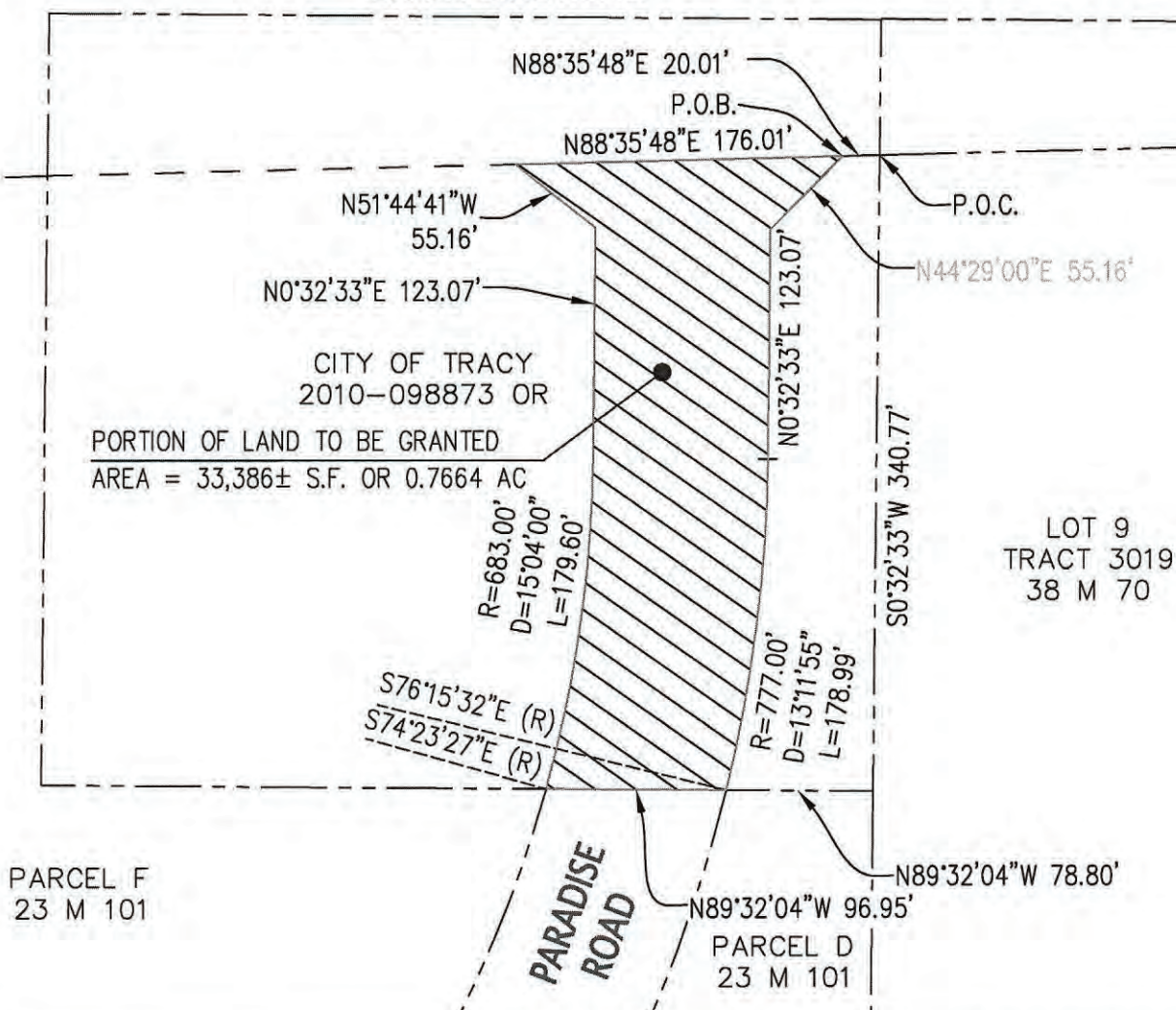


0 50' 100' 200'

Scale 1" = 100'



GRANT LINE ROAD



DAVID W. ENKE
LAND SURVEYOR

22968 Los Ranchos Drive
Tracy, California 95304

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL
DESCRIPTION

TRACY,

CALIFORNIA

DATE	9/24/2021
SCALE	1" = 100'
BY	DWE
JOB NO.	XXXXXX
SHEET	1 OF 1

Recording Requested by:
City of Tracy

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

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

Space above this line for Recorder's use
APN: 250-030-02 (portion)

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

PUBLIC UTILITY EASEMENT

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

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

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

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

SIGNATURE PAGE

Signed this _____ day of _____, 20____

Corporation/Business Name: _____

Grantor Signatures: _____
Signature

Nancy D. Young, Mayor

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

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

DATED: _____

By: _____
City of Tracy

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

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

State of California)
) ss.
County of)

On _____ before me, _____,
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature 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: _____ Document Date: _____

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

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**LEGAL DESCRIPTION
EXHIBIT "A"
PARADISE ROAD PUBLIC UTILITY EASEMENT**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE PARCEL OF LAND GRANTED TO THE CITY OF TRACY, A MUNICIPAL CORPORATION, BY THAT CERTAIN GRANT DEED RECORDED ON JULY 30, 2010 AS INSTRUMENT NO. 2010-098873 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARADISE ROAD PUBLIC UTILITY EASEMENT

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE "VARIABLE WIDTH WIDENING OF STREET RIGHT-OF-WAY OFFERED FOR DEDICATION" OF GRANT LINE ROAD, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON THAT CERTAIN MAP OF TRACT NO. 3019, FILED FOR RECORD ON OCTOBER 30, 2003, IN BOOK 38 OF MAPS AND PLATS AT PAGE 70, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 9 (38 M&P 70), SOUTH 0° 32' 33" WEST, 10.00 FEET; THENCE LEAVING SAID WESTERLY LINE OF SAID LOT 9 (38 M&P 70), SOUTH 88°35'48" WEST 15.62 FEET; THENCE SOUTH 44° 29' 00" WEST, 47.07 FEET; THENCE SOUTH 00° 32' 33" WEST, 119.04 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 787.00 FOOT TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13° 01' 37", AN ARC DISTANCE OF 178.93 FEET, TO A POINT ON THE NORTHERLY LINE OF PARCEL D, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON MARCH 1, 2005 IN BOOK 23 OF PARCEL MAPS AT PAGE 101, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL D (23 PM 101), NORTH 89° 32' 04" WEST, 10.27 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PARADISE ROAD (94 FEET WIDE) AS SHOWN ON SAID MAP (23 PM 101);

THENCE LEAVING LAST SAID LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF PARADISE ROAD, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG THE ARC OF A 777.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS NORTH 76° 15' 32" WEST, THROUGH A CENTRAL ANGLE OF 13° 11' 55", AN ARC DISTANCE OF 178.99 FEET,
- 2) NORTH 00° 32' 33" EAST, 123.07 FEET,
- 3) NORTH 44° 29' 00" EAST, 55.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GRANT LINE ROAD,

THENCE LEAVING LAST SAID LINE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 88° 35' 48" EAST, 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,689 SQUARE FEET OR 0.0847 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND MADE A PART HEREOF.

David W. Enke
DAVID W. ENKE, L.S. 4071

1/5/22
DATE



LEGEND

AC	ACRES
OR	OFFICIAL RECORDS
M	MAPS
P.O.B.	POINT OF BEGINNING
S.F.	SQUARE FEET
---	PROPERTY LINE

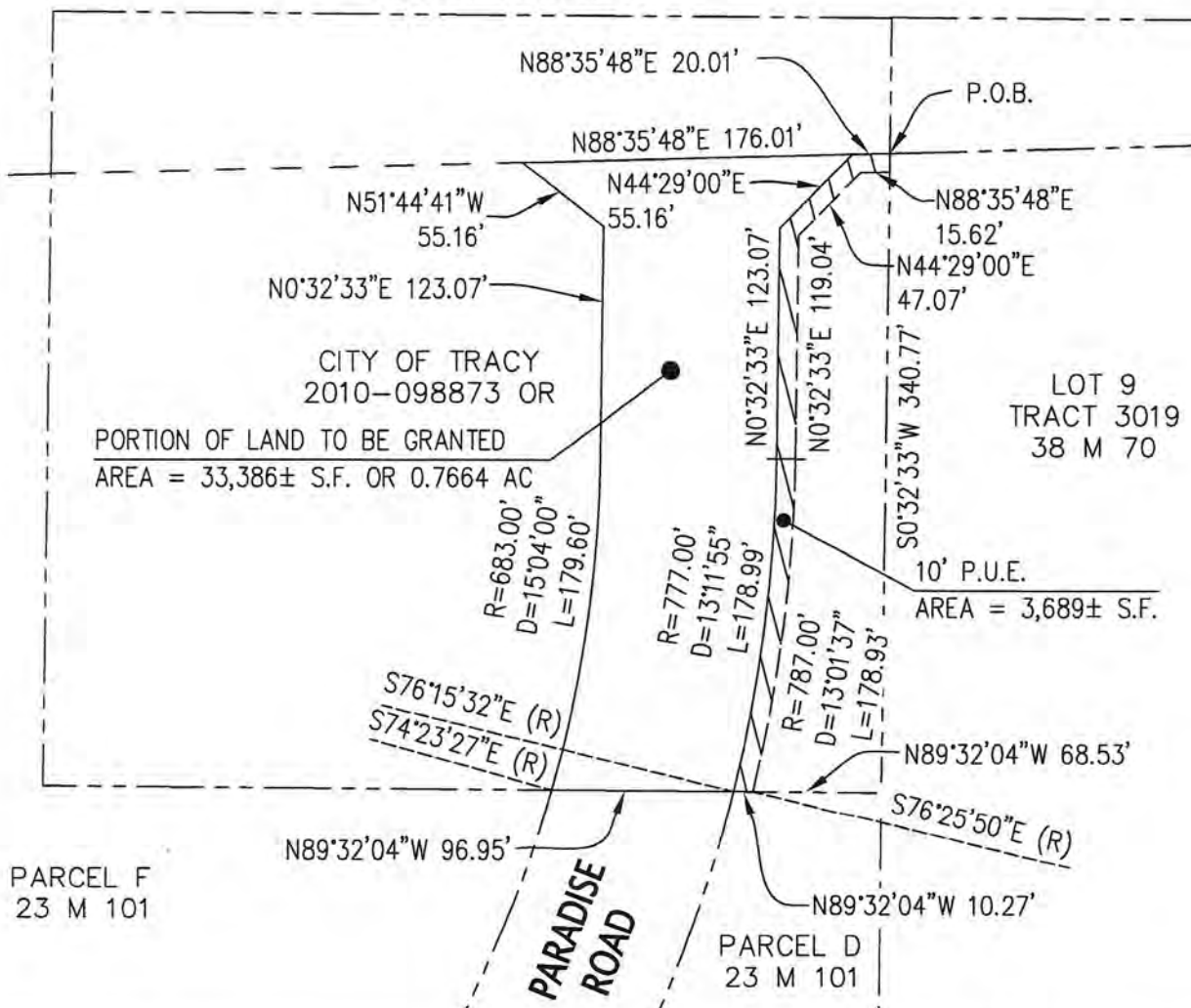


0 50' 100' 200'

Scale 1" = 100'



GRANT LINE ROAD



DAVID W. ENKE
LAND SURVEYOR

22968 Los Ranchos Drive
Tracy, California 95304

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL
DESCRIPTION

TRACY

CALIFORNIA

DATE	1/05/2022
SCALE	1" = 100'
BY	DWE
JOB NO.	52174
SHEET	1 OF 1

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING (1) PUBLIC RIGHT-OF-WAY DEDICATION OF FEE INTEREST FOR EXISTING PARADISE ROAD; (2) THE GRANT OF PUBLIC UTILITY EASEMENT ADJACENT TO PARADISE ROAD, AND (3) AUTHORIZING THE CITY CLERK TO FILE THE DEDICATION AND EASEMENT DOCUMENTS WITH THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, the portion of existing Paradise Road that crosses the easterly portion of the City Animal Shelter property at the intersection of Paradise Road and Grant Line Road (APN 250-030-02) was constructed as a City Capital Improvement Project (CIP) 73128 and 75046 project separately from the remainder of the road southerly of the Animal Shelter property; and

WHEREAS, it is now necessary for the City to dedicate the public right-of-way for the portion of existing Paradise Road that crosses the Animal Shelter property in order to; and

WHEREAS, dedicate a 10-feet wide Public Utility Easement for installation, maintenance and repair of public utility facilities is to be granted by the City adjacent to the right-of-way; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves (1) a Public Right-of-Way Dedication of Fee Interest; (2) a grant of Public Utility Easement, and (3) authorizes the City Clerk to file the Dedication and Easement documents with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.K

RECOMMENDATION

Staff recommends that City Council 1) approve the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4112 – Tracy Hills Villages 10A and 10B, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff requests that the City Council approve the Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B, for subdivision into 88 single-family residential lots and other parcels. Approval of the Final Subdivision Map will facilitate the recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Lennar Homes of California, LLC, a California limited liability company (Developer), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

ANALYSIS

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, pursuant to Resolution No. 2020-188 (VTSM). The VTSM includes 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. Attachment A shows the overall Tracy Hills Phase 1B project area and the location of the subject Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B.

The Developer is requesting approval of the Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B to create 88 single-family residential lots and other associated parcels located on approximately 15.8 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4112 - Tracy Hills Village 10A and 10B (Attachment B) has been prepared on behalf of the Developer and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement plans, landscape plans and cost estimates required for public streets and utilities have been prepared on behalf of the Developer and approved by the City Engineer. Since the required improvements will not be completed prior to the recordation of the Final Subdivision Map, the Developer has requested to execute the SIA to guarantee the completion of the improvements as authorized by Government Code Section 66462.

The SIA (Attachment C) addresses construction of the public streets, utilities, landscaping and other in-tract improvements associated with the 88 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4112 - Tracy Hills Villages 10A and 10B.

The Developer has executed the SIA and posted the required security to guarantee the completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with the approved Vesting Tentative Subdivision Map. The SIA and Final Subdivision Map are attached, and the Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the public improvements for maintenance and will accept all offers of dedication of public right-of-way and other public parcels at that time. The Developer will pay for the cost of engineering inspection and processing of the Agreement.

FISCAL IMPACT

There is no fiscal impact associated with this action. The Developer has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and Final Map and processing the Agreement.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by resolution, 1) approves the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4112 - Tracy Hills Villages 10A and 10B, and 2) authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

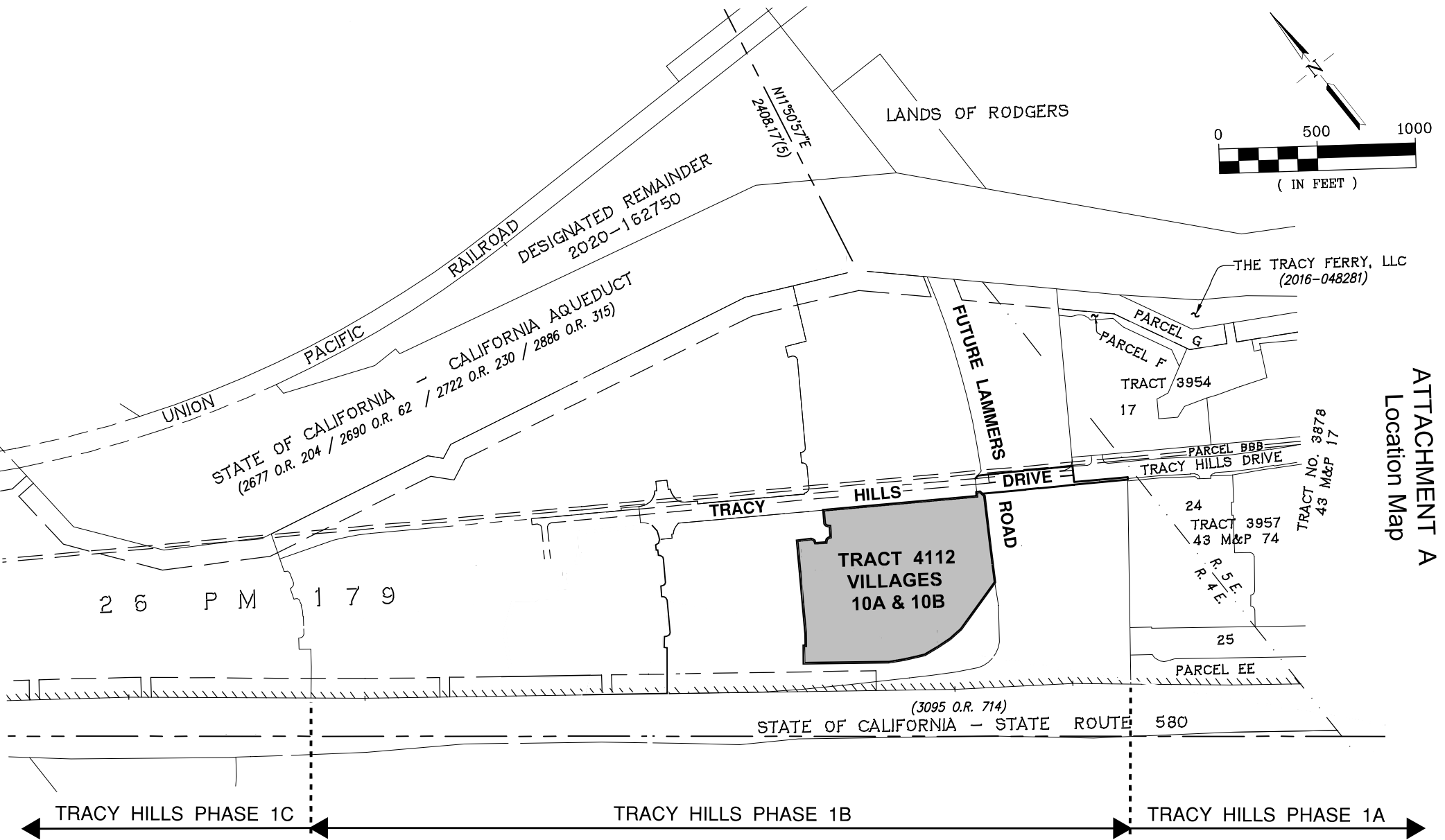
Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement



ATTACHMENT A
Location Map

TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 10A AND 10B

BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED
IN BOOK _____ OF MAPS AND PLATS AT PAGE _____, 2021
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

OWNER'S STATEMENT
WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF TRACT NO. 4112, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGES 10A AND 10B, CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "JUNEFIELD STREET", "PLACER DRIVE", "NEEDHAM STREET", "KUSNICK AVENUE", "MOORFIELD AVENUE", AND "LORAY LANE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES: THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES. SAID AREAS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUS: [//] (LOT 104 TO AND FROM KUSNICK AVENUE, LOTS 63, 87, 88, 103, 104, 150 TO, AND FROM JUNEFIELD STREET, LOTS 70, 80 AND 95 TO AND FROM NEEDHAM STREET, LOTS 133, 134 AND 137 TO AND FROM PLACER DRIVE, LOT 96 TO AND FROM MOORFIELD AVENUE, AND LOTS 139 AND 144 TO AND FROM LORAY LANE).

DATED THIS _____ DAY OF _____, 2022.

OWNER: AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP
BY: AGWP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: STEVEN S. BENSON, ITS MANAGER

OWNER'S ACKNOWLEDGEMENT

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY STEVEN S. BENSON, THE MANAGER OF AGWP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC

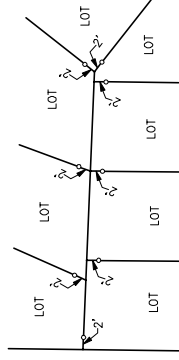
MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM18-0006) CONDITIONS OF APPROVAL DATED NOVEMBER 10, 2020.
2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED R/LA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
3. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____, M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ _____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

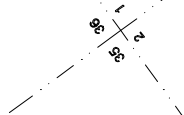
BY: DEPUTY COUNTY RECORDER

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF SAN JOAQUIN COUNTY, CALIFORNIA, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 580 11.0 SHEET 9 OF 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000812 TO OBTAIN GROUND LEVEL DISTANCES.

LEGEND

- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - EXISTING EASEMENT LINE
 - NEW EASEMENT LINE
 - MONUMENT TIE LINE
 - EXISTING PROPERTY LINE
 - FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED
- SIDE
PUE
LINE
EX.
SQUA
FEET
SQUA
DIMENSION
(M-M)
(M-M)
(M-PL)
(M-PL)
(TIE-PL)
(R)
(T)
(T)
TOTAL
O.R.
(1)
(1)
OFFICIAL RECORDS
(DATA) (1) RECORD DATA & REFERENCE

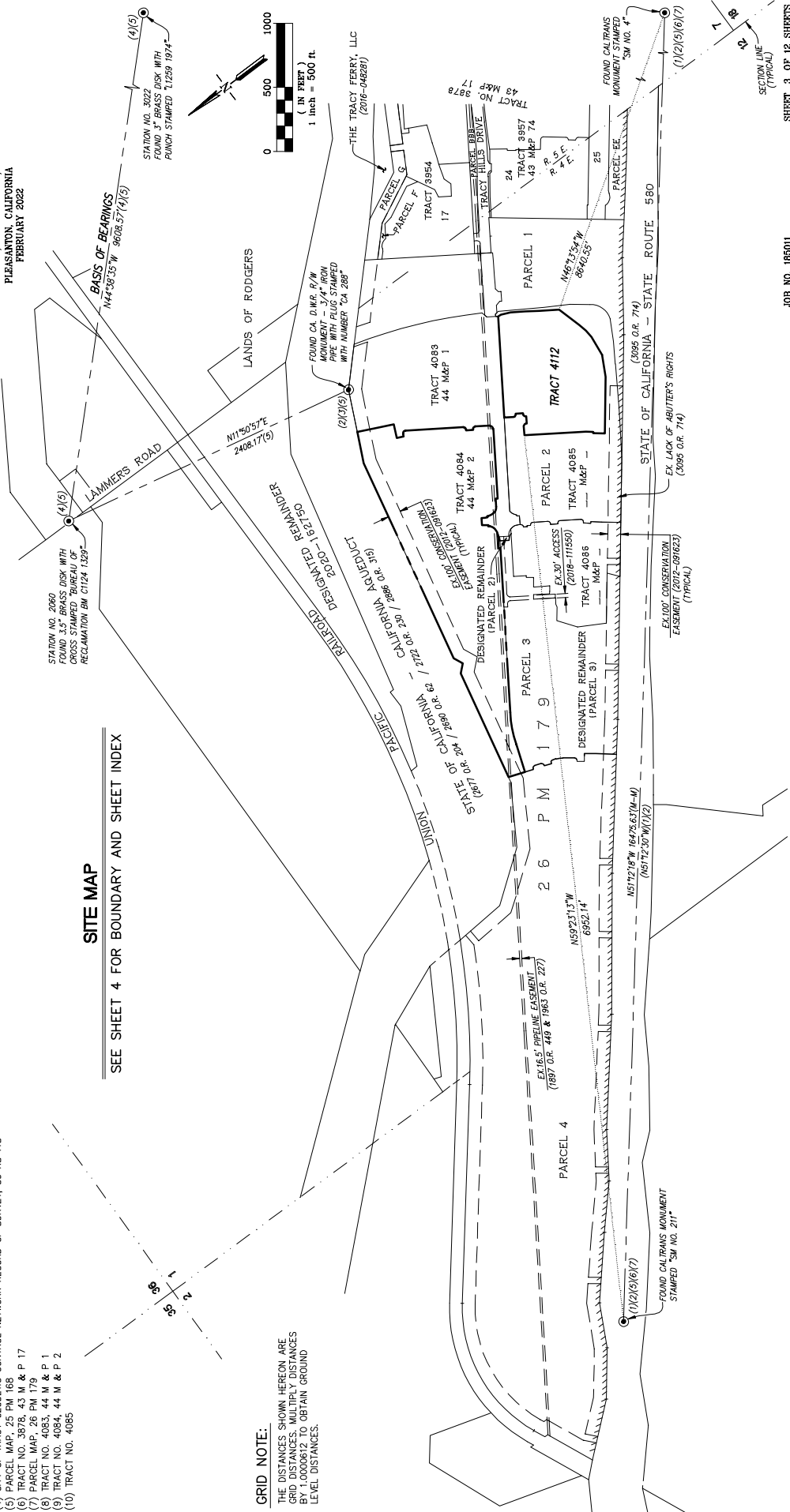
SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGES 10A AND 10B

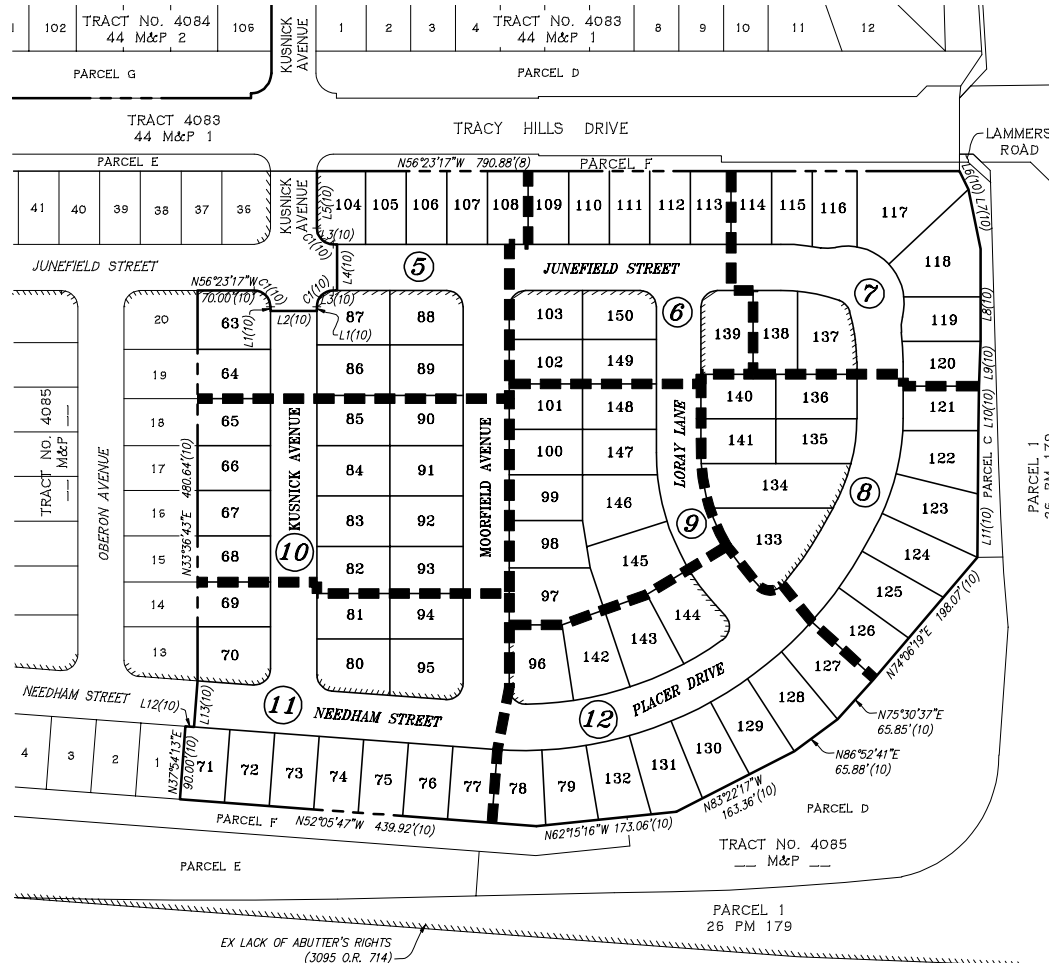
BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085 RECORDED
IN BOOK ___ OF MAPS AND PLATS AT PAGE ___
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 10, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022



Line Table		
Line	Bearing	Distance
L1	N33°36'43"E	5.00'
L2	N56°23'17"W	57.00'
L3	N56°23'17"W	5.00'
L4	N33°36'43"E	57.00'
L5	N33°36'43"E	70.00'
L6	N7°39'23"E	25.12'
L7	N22°02'25"E	74.60'
L8	N33°36'43"E	114.14'
L9	N35°34'23"E	55.03'
L10	N34°13'04"E	55.00'
L11	N33°56'39"E	155.70'
L12	N52°05'47"W	10.36'
L13	N37°54'13"E	57.00'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'



BOUNDARY MAP
 AREA WITHIN TRACT MAP BOUNDARY LINE = 15.84±ACRES
 AREA OF LOTS 63-150 = 11.54±ACRES
 AREA OF STREETS = 4.30±ACRES
 SHEET COVERAGE
 SHEET NUMBER

GRID NOTE:
 THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS
 THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

● FOUND MONUMENT AS NOTED
 ○ SET STANDARD MONUMENT, STAMPED LS 6441
 ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 SDE STORM DRAIN EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 LME LANDSCAPE MAINTENANCE EASEMENT
 EX. EXISTING
 SQ.FT. SQUARE FEET
 (LOT) LOT LINE DIMENSION
 (M-M) MONUMENT TO MONUMENT
 (M-ML) MONUMENT TO MONUMENT LINE
 (M-PL) MONUMENT TO PROPERTY LINE
 (TIE-PL) TIE TO PROPERTY LINE
 (R) RADIAL
 (T) TOTAL
 O.R. OFFICIAL RECORDS
 (DATA)(1) RECORD DATA & REFERENCE
 ///// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4112
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGES 10A AND 10B

BEING A SUBDIVISION OF PARCELS A AND B
 AS SHOWN ON TRACT NO. 4085, RECORDED _____, 2021
 IN BOOK _____ OF MAPS AND PLATS AT PAGE _____
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
 BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
 MOUNT DIABLO MERIDIAN

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA
 RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 FEBRUARY 2022

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S-1, 580, 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.

(2) RECORD OF SURVEY, 33 RS 57

(3) DEPARTMENT OF "WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08

(4) CITY OF TRACY "GENEOTIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118

(5) PARCEL MAP 25 PM 168

(6) TRACT NO. 4083, 44 M & P 17

(7) PARCEL MAP 26 PM 179

(8) TRACT NO. 4083, 44 M & P 1

(9) TRACT NO. 4084, 44 M & P 2

(10) TRACT NO. 4085

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE

- FOUND MONUMENT AS NOTED
 SET STANDARD MONUMENT, STAMPED LS 6441
 SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 SDE STORM DRAIN EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 LNE LANDSCAPE MAINTENANCE EASEMENT
 EX. EXISTING
 SQ.FT. SQUARE FEET
 (LOT) LOT LINE DIMENSION
 (M-M) MONUMENT TO MONUMENT
 (M-W) MONUMENT TO BOWTIE LINE
 (W-W) MONUMENT TO PROPERTY LINE
 (TIE-PL) TIE TO PROPERTY LINE
 (T) RADIAL
 (T) TOTAL
 (T) OFFICIAL RECORDS
 (DATA) RECORD DATA & REFERENCE
 () ABUTTER'S RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY

BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED _____ 2021
IN BOOK ____ OF MAPS AND PLATS AT PAGE ____
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR

ENGINEERS, PLANNERS, &

SANTON, CALIFORNIA
FEBRUARY 2022

SHEET 5 OF 12 SHEETS

JOB NO. 185011

SHEET 5 OF 12 SHEETS



Line Table		
Line	Bearing	Distance
L1	N33°36'43"E	5.00'
L2	N56°23'17"W	5.00'

SEE SHEET 10

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.L. 580, 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
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- (5) PARCEL MAP, 25 PM 168
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- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 NAD 83 DATUM, IS THE CONSIDERED TRUE NORTH FOR THIS SURVEY. (FROM 2003.0) AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SDE
- STORM DRAIN EASEMENT
- PUE
- PUBLIC UTILITY EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EX.
- EXISTING FEET
- LOT
- LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- OFFICIAL RECORDS
- () DATA () RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 10A AND 10B

BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED
IN BOOK 36 OF SURVEYS AT PAGE 118
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY
BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

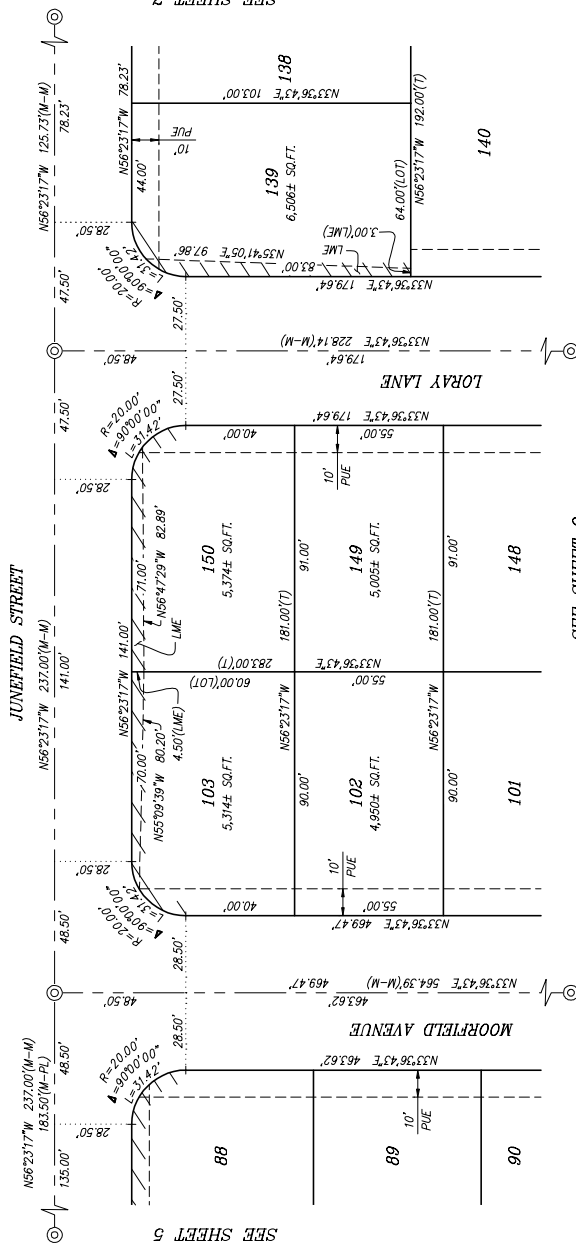
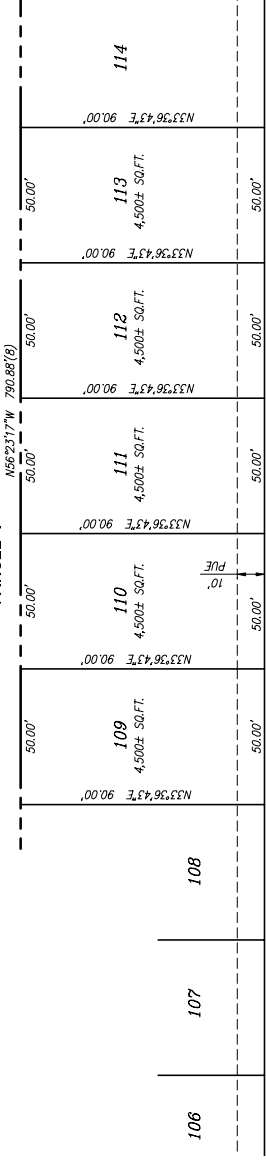
SHEET 6 OF 12 SHEETS

TRACY HILLS DRIVE

N56°23'17"W 1047.77'(M-M)(8)

TRACT NO. 4083
44 M&P 1

PARCEL F



SEE SHEET 9

SEE SHEET 7

SEE SHEET 5

- (1) SHEETS OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J., 580, 11.0
- (2) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J., 580, 11.0
- (3) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J., 580, 11.0
- (4) SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R., 714 SAN JOAQUIN COUNTY RECORDS.
- (5) RECORD OF SURVEY, 33 RS 57
- (6) RECORD OF SURVEY, 33 RS 57
- (7) DEPARTMENT OF WATER RESOURCES R1013-39-07, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (8) CITY OF TRACY GEOTECHNICAL NETWORK RECORD OF SURVEY, 36 RS 118
- (9) PARCEL NO. 3973, 43 P 17
- (10) PARCEL NO. 3973, 43 P 17
- (11) PARCEL NO. 3973, 43 P 17
- (12) TRACT NO. 4083, 44 M & P 1
- (13) TRACT NO. 4084, 44 M & P 2
- (14) TRACT NO. 4084, 44 M & P 2
- (15) TRACT NO. 4085

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TRACT MAP BOUNDARY LINE
LOT LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE

FOUND MONUMENT AS NOTED
 SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
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 PUBLIC UTILITY EASEMENT
 LANDSCAPE MAINTENANCE EASEMENT
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 SQUARE FEET
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TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 10A AND 10B

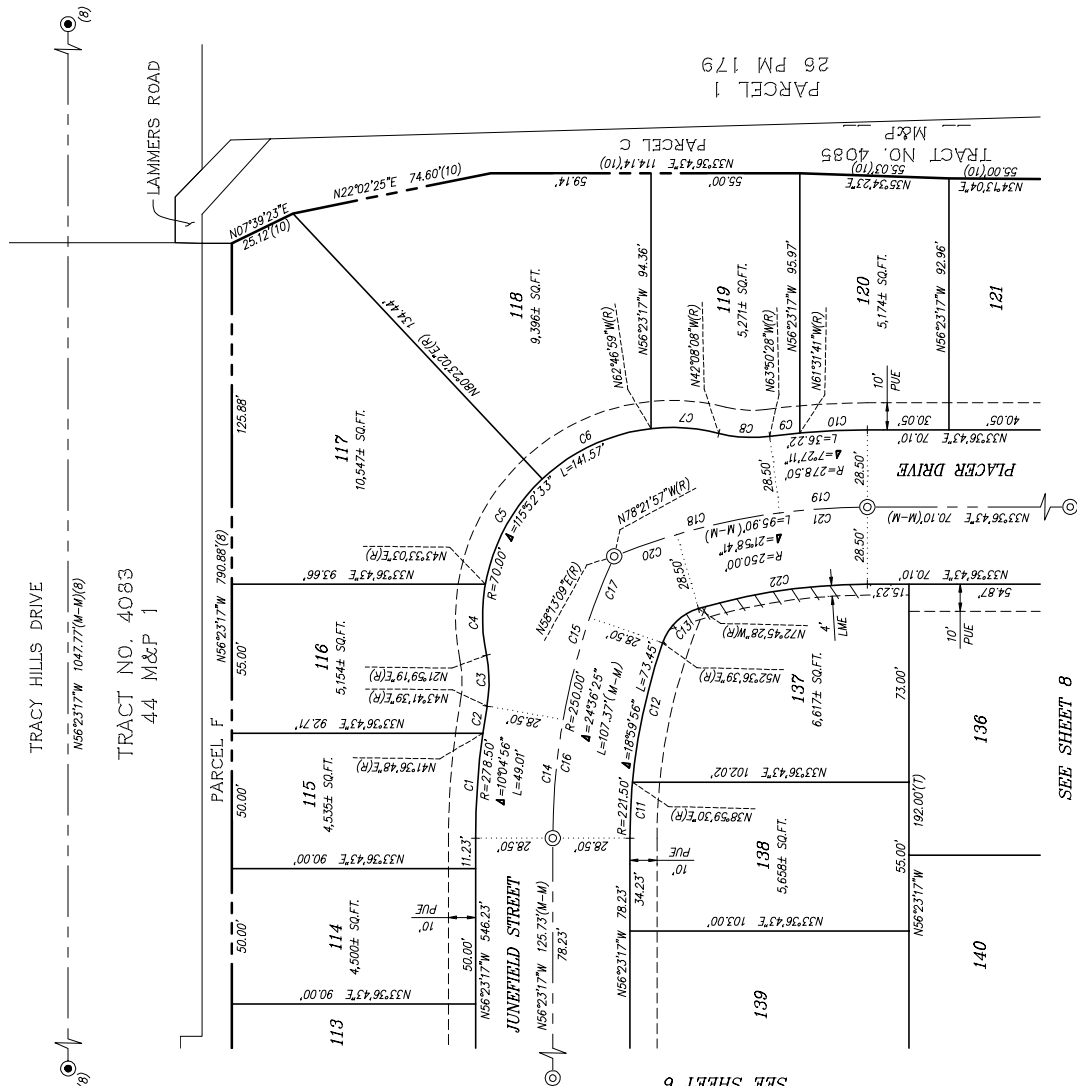
BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED _____, 2021
IN BOOK _____ OF MAPS AND PLATS AT PAGE _____
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 7 OF 12 SHEETS

Curve Table			
Curve	Radius	Delta	Length
C1	278.50	870.05°	36.80
C2	278.50	204.51°	10.11
C3	50.00	2742.20°	18.94
C4	70.00	2743.44°	26.34
C5	70.00	3674.59°	45.00
C6	70.00	3674.59°	45.00
C7	70.00	207.98°	25.23
C8	50.00	2742.20°	18.94
C9	278.50	2718.16°	11.24
C10	278.50	5708.24°	24.98
C11	278.50	5222.46°	20.80
C12	221.50	5437.73°	52.65
C13	221.50	5437.73°	19.07
C14	250.00	10704.56°	43.99
C15	250.00	1473.30°	63.36
C16	250.00	1859.56°	82.90
C17	250.00	5366.30°	24.47
C18	250.00	1437.50°	63.36
C19	250.00	727.71°	32.52
C20	250.00	5366.30°	24.47
C21	250.00	1622.71°	71.43
C22	250.00	1622.71°	63.28



SEE SHEET 8

Figure 1 shows a vertical scale bar with alternating black and white segments. The scale is marked at 0, 30, 60, and 90. A label indicates 1 inch = 30 ft.

JOB NO. 185011

SHEET 7 OF 12 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 380 11.0 SHEETS 51 OF 110 OF 211 SHEETS AND DEED 3095 OR. 714 SAN JOAQUIN COUNTY RECORDS
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

GRID NOTE:

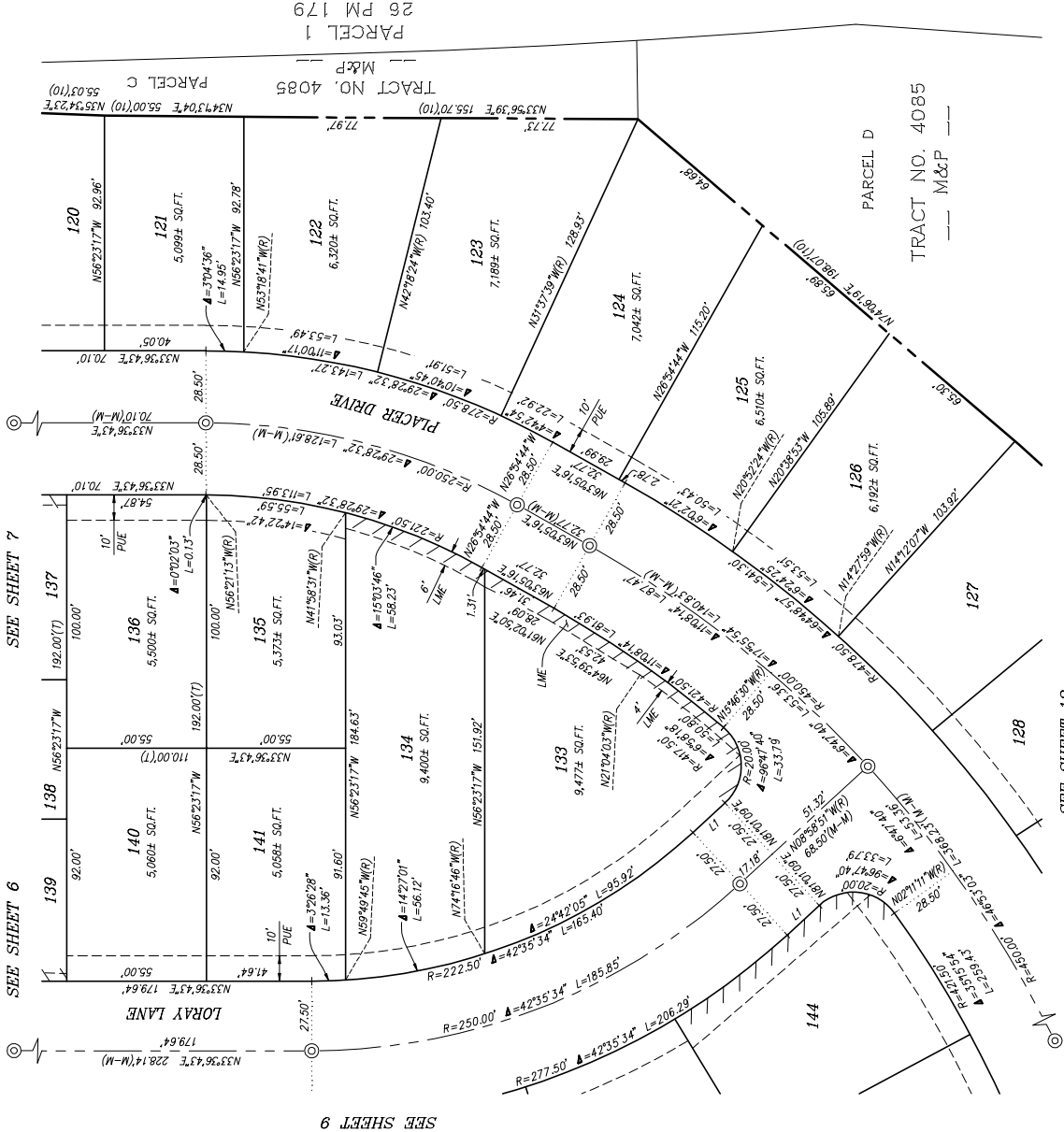
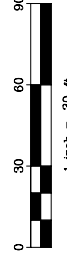
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 NAD 83 DATUM, IS THE BASIS OF BEARINGS FOR THIS MAP. (FROM 2003.01.15 SURVEY, THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 46 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

Line	Bearing	Distance
LI	N5°55'17"W	177.18'
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - EXISTING EASEMENT LINE
 - NEW EASEMENT LINE
 - MONUMENT TIE LINE
 - EXISTING PROPERTY LINE
 - FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - SDE
 - STORM DRAIN EASEMENT
 - PUE
 - PUBLIC UTILITY EASEMENT
 - LME
 - LANDSCAPE MAINTENANCE EASEMENT
 - EXISTING FEET
 - SOFT
 - LOT LINE DIMENSION
 - (LOT)
 - MONUMENT TO MONUMENT
 - (M-M)
 - (M-PL)
 - (M-PL)
 - TIE TO PROPERTY LINE
 - RADIAL
 - TOTAL
 - O.R.
 - OFFICIAL RECORDS
 - () DATA
 - () RECORD DATA & REFERENCE
 - /////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACT NO. 4112 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGES 10A AND 10B

BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED
IN BOOK 46 OF SURVEYS AT PAGE 118
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY
BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 8 OF 12 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 380 11.0 SHEETS 511-512 OF 21 SHEETS AND DEED 3095 OR. 714 SAN JOAQUIN COUNTY RECORDS
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

GRID NOTE:

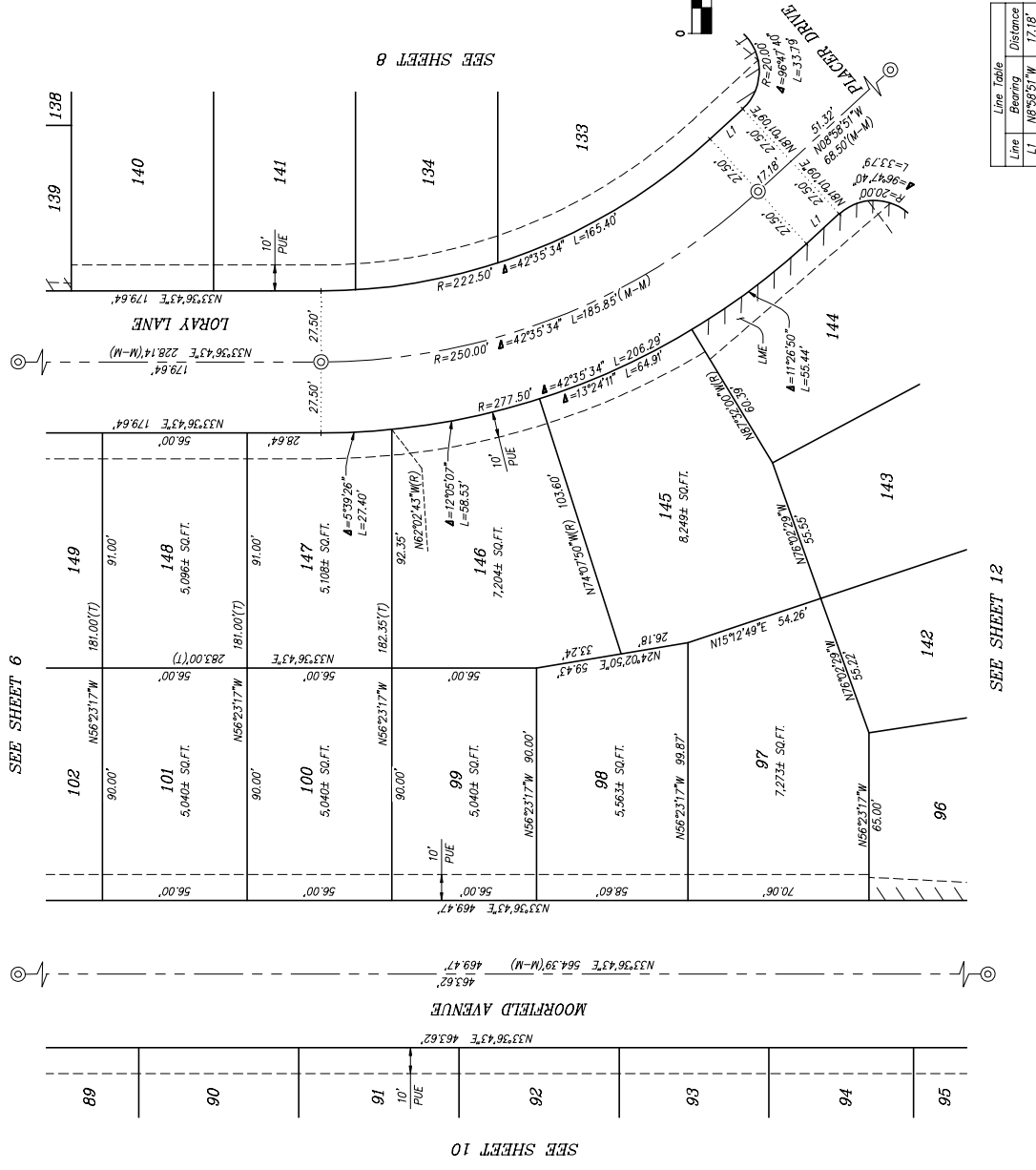
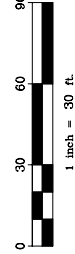
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 NAD 83 DATUM, IS THE BASIS OF BEARINGS FOR THIS MAP. (FROM 2003.01) AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SDE
- STORM DRAIN EASEMENT
- PUE
- PUBLIC UTILITY EASEMENT
- LME
- LANDSCAPE MAINTENANCE EASEMENT
- EX.
- EXISTING FEET
- SET.
- LOT LINE DIMENSION
- (LOT)
- (M-M)
- MONUMENT TO MONUMENT
- (M-PL)
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- TIE TO PROPERTY LINE
- (TIE-PL)
- TIE TO PROPERTY LINE
- RADIAL
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- O.R.
- OFFICIAL RECORDS
- () DATA
- () RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED



Line	Bearing	Distance
L1	N8°55'51"W	17.18'

SEE SHEET 12

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 9 OF 12 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 380 11.0 SHEETS 511.00 TO 511.99 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
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- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 NAD 83 DATUM, IS THE BASIS OF BEARINGS FOR THIS MAP. (FROM 2003.01 AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 16 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- - - LOT LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- - - MONUMENT LINE
- - - MONUMENT TIE LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
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- SDE
- STORM DRAIN EASEMENT
- PUE
- PUBLIC UTILITY EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EXISTING EASEMENT
- EXISTING FEET
- LOT LINE DIMENSION
- (LOT)
- (M-N) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- () DATA () RECORD DATA & REFERENCE
- /////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4112
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGES 10A AND 10B

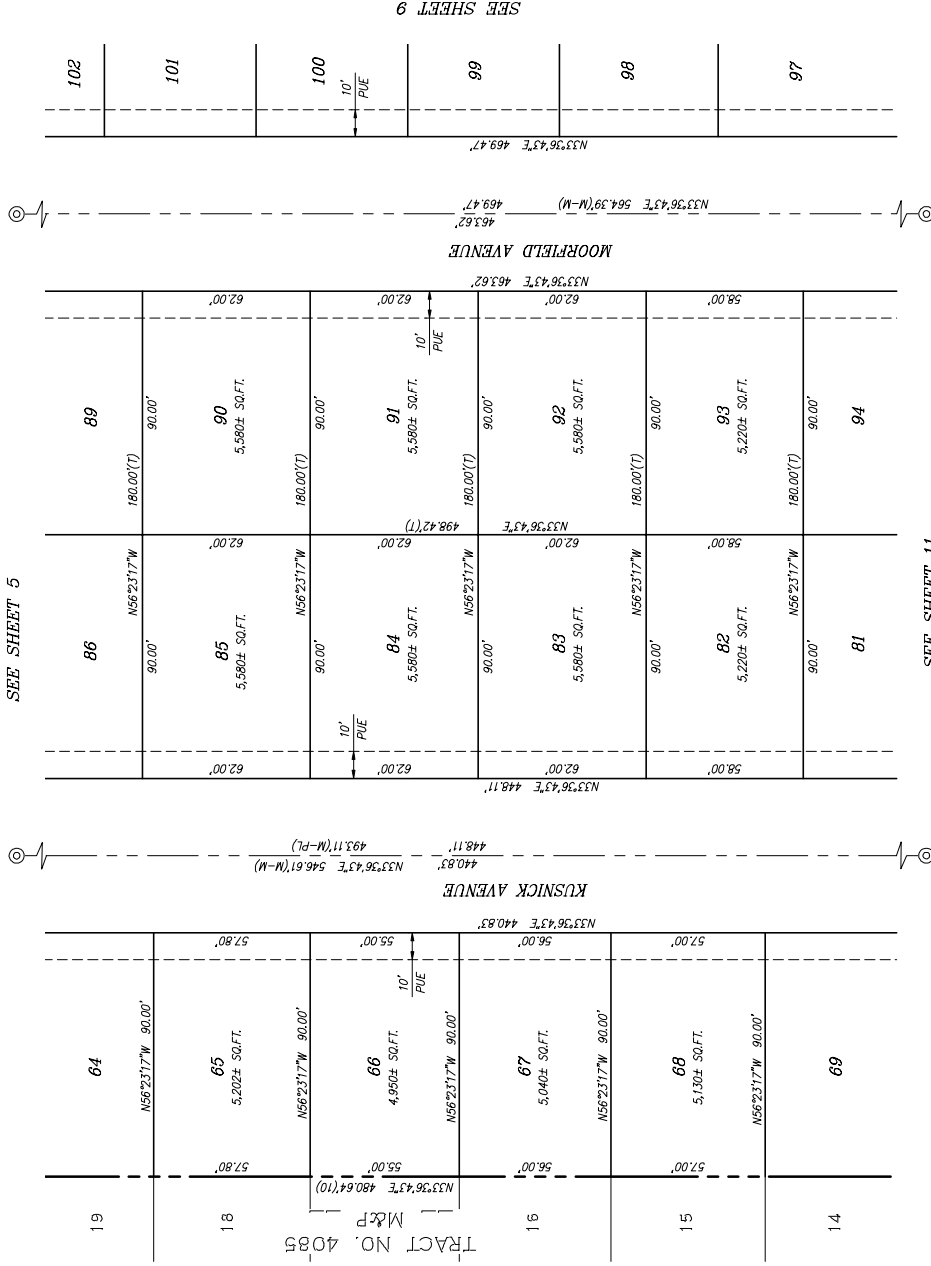
BEING A SUBDIVISION OF PARCELS A AND B
AS SHOWN ON TRACT NO. 4085, RECORDED
IN BOOK 16 OF SURVEYS AT PAGE 118
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY
BEING A PORTION OF SECTION 12 T. 3 S. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 10 OF 12 SHEETS

SEE SHEET 5



SEE SHEET 11

SEE SHEET 10

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 380 11.0 SHEETS 51 OF 21 SHEETS AND DEED 3095 OR: 714 SAN JOAQUIN COUNTY RECORDS
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY, GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085

GRID NOTE:

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BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 NAD 83 DATUM, IS THE CORNER POINT OF THE RECORD OF SURVEY, 36 RS 118 (FROM 2003.0) AS SHOWN ON THE RECORD OF SURVEY, FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

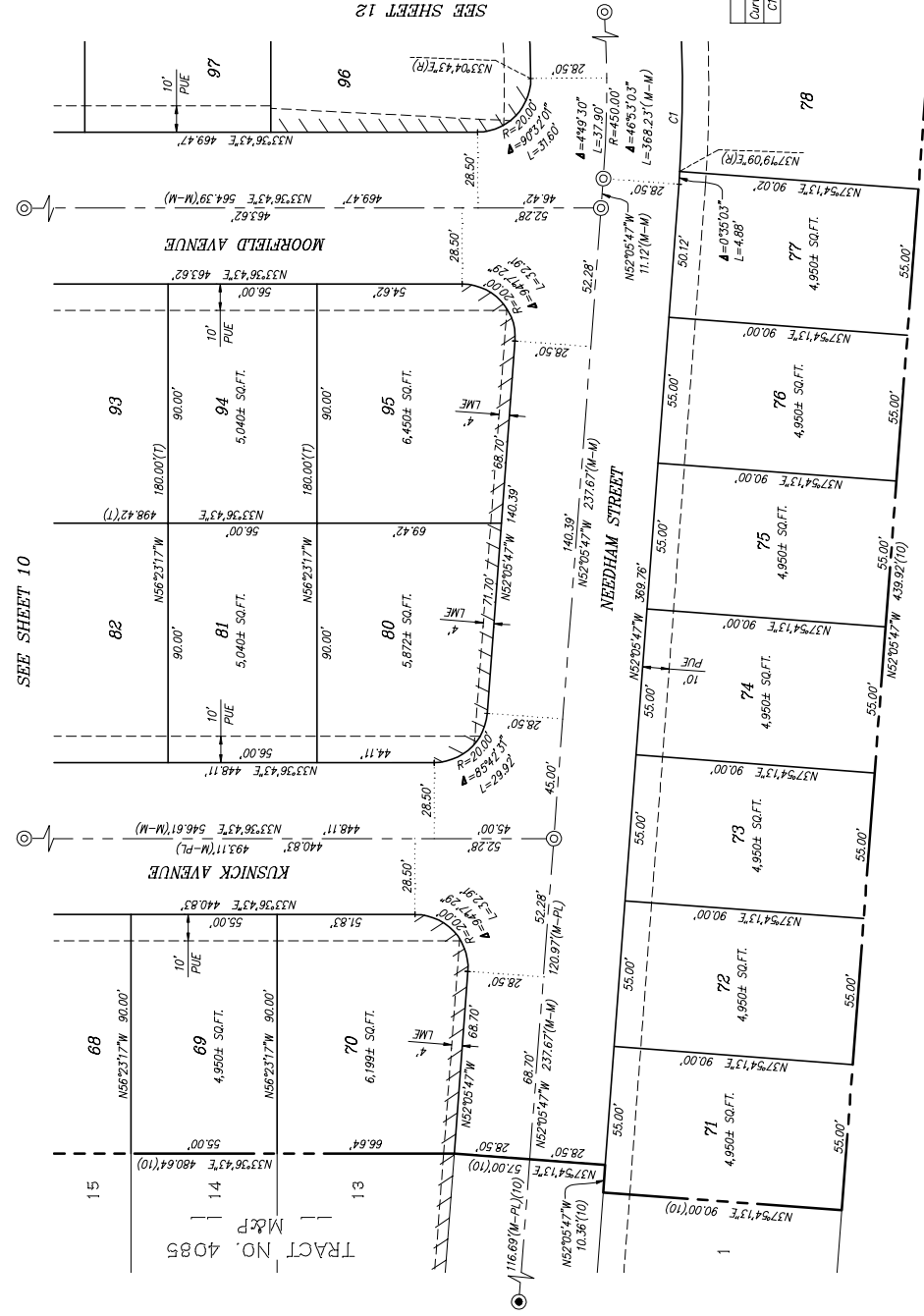
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

- FOUND MONUMENT AS NOTED
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- EXISTING FEET
- SOFT
- LOT LINE DIMENSION
- MONUMENT TO MONUMENT
- (M-M)
- (M-PL)
- (M-PL)
- (TIE-PL)
- TIE TO PROPERTY LINE
- RADIAL
- (R)
- TOTAL
- (T)
- OFFICIAL RECORDS
- () DATA
- () RECORD DATA & REFERENCE
- O.R.
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve	Radius	Delta	Length
CI	478.50'	64°48'57"	541.30'

SEE SHEET 12



- (1) SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J., 580, 11.0 COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 0011—39-06, 0012—39-07 AND 0013—39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) TRACEL MAP 25 PA 168
- (6) TRACEL MAP 26 PA 168
- (7) TRACEL MAP 26 PA 179
- (8) TRACT NO. 4083, 44 W & P 1
- (9) TRACT NO. 4084, 44 W & P 2
- (10) TRACT NO. 4085

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF RECORDS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEVEL

TRACT MAP BOUNDARY LINE

LOT LINE

EXISTING EASEMENT LINE

NEW EASEMENT LINE

MONUMENT LINE

MONUMENT TIE LINE

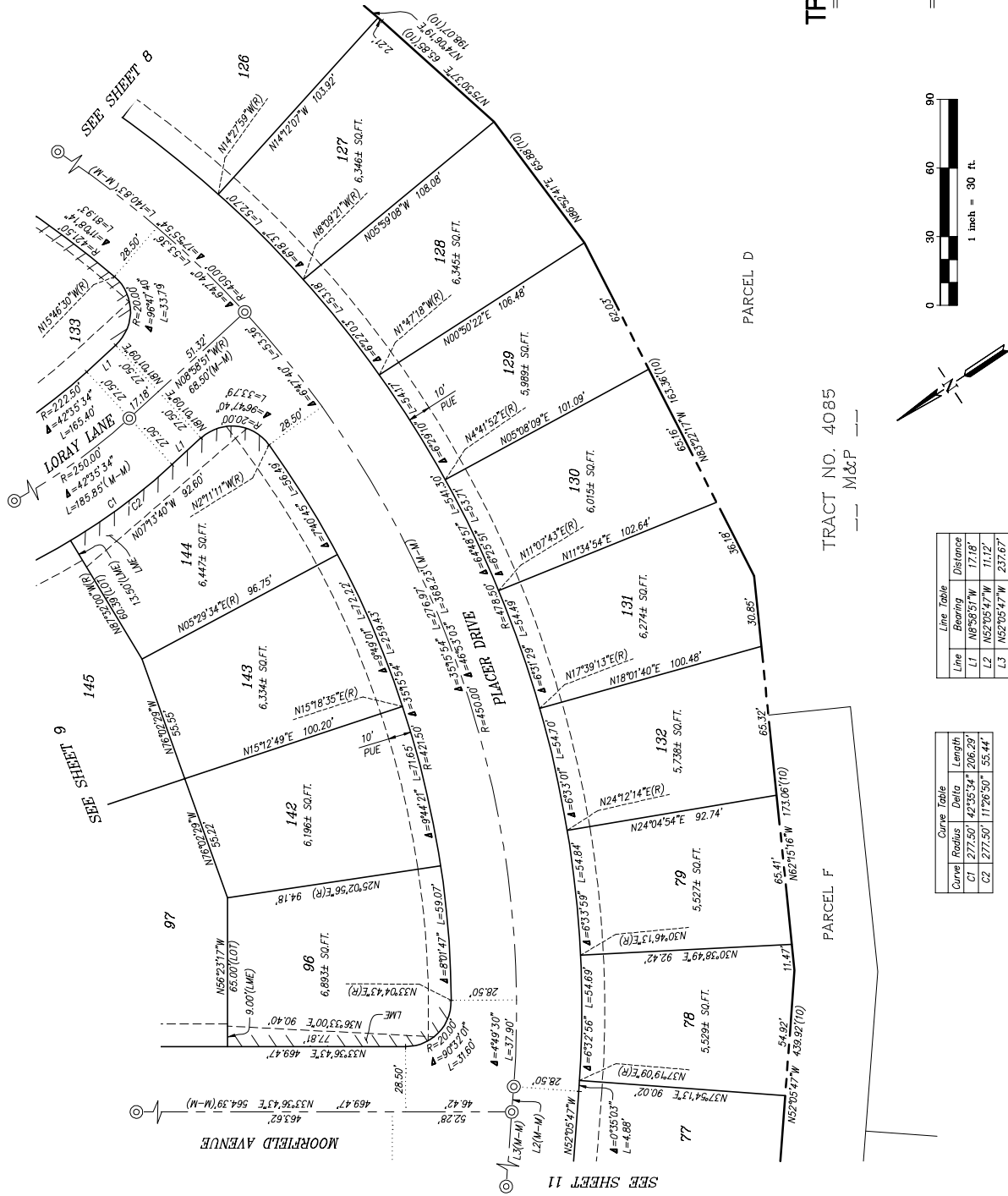
EXISTING PROPERTY LINE

FOUND MONUMENT AS NOTED
 SET STANDARD MONUMENT, STAMPED LS 6441
 SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 SDE STORM DRAIN EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 LME LANDSCAPE MAINTENANCE EASEMENT
 EXE EXISTING
 SQUARE FEET
 LOT LINE DIMENSION
 (LOT)
 MONUMENT TO MONUMENT
 (M-M)
 MONUMENT TO MONUMENT LINE
 (M-PL)
 MONUMENT TO PROPERTY LINE
 (M-PL)
 TOTAL
 (T)
 OFFICIAL RECORDS
 Q.R.
 RECORD DATA & REFERENCE
 (DATA)
 ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACY HILLS VILLAGES 10A AND 10B

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

SHEET 12 OF 12 SHEETS



Curve	Radius	Delta	Length
C1	277.50'	42°35'34"	206.29'
C2	277.50'	11°26'50"	55.44'

Line Table		
Line	Bearing	Distance
L1	N8°58'51"W	17.18'
L2	N52°05'47"W	11.12'
L3	N52°05'47"W	237.67'

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4112 - Tracy Hills Villages 10A and 10B

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B, and being more particularly described and depicted in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Property**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Tract 4004, processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188 ("**Tentative Map**"). The Tentative Map includes 432 single-family residential lots, park parcels, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval, attached hereto as Exhibit "**B**", describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, *et seq*) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B, consisting of 88 single-family residential lots located on approximately 15.8 acres within the boundaries of the aforementioned 432 lot Tracy Hills Phase 1B project. Exhibit “C” shows the overall Tracy Hills Phase 1B project area and the location of the Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B, (“**Project**” or “**Project site**”).

E. In accordance with the Conditions of Approval, Developer has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City’s Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications (“**Plans and Specifications**”) include: fourteen (14) sheets of improvement plans entitled “Improvement Plans, Village 10A, Tract 4112, Tracy Hills Phase 1B”, and thirteen (13) of improvement plans entitled “Improvement Plans, Village 10B, Tract 4113, Tracy Hills Phase 1B”, both prepared by Ruggeri-Jensen-Azar; four (4) sheets of joint trench plans entitled “Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 10A”, and four (4) sheets of joint trench plans entitled “Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 10B”, both prepared by Power Systems Design; three (3) sheets of street lighting plans entitled “Street Lighting Plan Set, Tracy Hills Village 10A”, and three (3) sheets of street lighting plans entitled “Street Lighting Plan Set, Tracy Hills Village 10B”, both prepared by Power Systems Design; and thirteen (13) sheets of landscape construction drawings entitled “Tracy Hills Landscape Improvement Plans Village 10A – Greenwood”, and thirteen (13) sheets of landscape construction drawings entitled “Tracy Hills Landscape Improvement Plans Village 10B – Greenwood”, both prepared by FORMA. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking Nos. ENG21-0021 and ENG21-0022, and the landscape plans are on file with the City Engineer under Tracking Nos. ENG22-0020 and ENG22-0021, all incorporated herein by reference.

F. Because the required improvements have not been completed, Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions of Approval (hereinafter “**Work**”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than 15 days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

2.2 Schedule of Work. Concurrently with the written notice of beginning of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.4 Reversion to Acreage. If Developer fails to begin the Work before the date on which completion is due, Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Developer shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Developer's execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of **\$1,758,418.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of **\$1,758,418.00** to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **\$175,842.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 Monumentation security in the amount of **\$20,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

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

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this

Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for “any auto” including “hired autos” and “non-owned autos”) coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.5. Workers’ Compensation coverage shall be maintained as required by the State of California.

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

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer’s Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

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

5.11. Developer’s Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this

Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

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

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

7.2 Events of default. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer abandons the Project site.

7.2.3 Developer fails to perform one or more requirements of this Agreement.

7.2.4 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5 Developer violates any legal requirement related to the Work.

7.3 If Developer fails to cure the default within thirty (30) calendar days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

7.3.3 Demand Developer's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

9. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

10. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

11. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

12. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

13. Miscellaneous.

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

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

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

13.2 Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

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

13.5 Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

13.7 Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.8 Entire Agreement; Severability. This Agreement, including all documents incorporated by reference, comprises the entire integrated

understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

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

[signatures on following page]

City of Tracy – Subdivision Improvement Agreement
Tract 4112 - Tracy Hills Villages 10A and 10B

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

City of Tracy

Nancy D. Young, Mayor

Date: _____

Approved by City Council on _____
by Resolution No. _____.

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company



By: Bridget Koller
Title: Vice President

Date: 11/14/22

Federal Employer Tax ID No. 93-1223261

Exhibits

- A: Legal Description of Property (Recital A)
- B: Tentative Map Conditions of Approval (Recital C)
- C: Location of Project Site (Recital D)

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

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On November 14, 2022, before me, LaWana Patrice Bluford, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.


Signature



(SEAL)

Consent to Recordation

AG Essential Housing CA 1, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent



By: Steven S. Benson

Title: Manager

Date: 11/15/22

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

State of Arizona)
County of Maricopa)

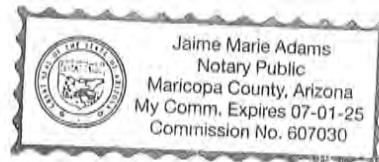
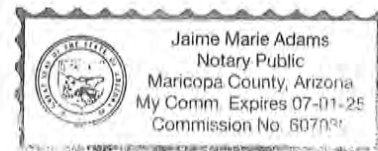
On 11/15/22, before me, Jaime Marie Adams, a Notary Public, personally appeared Steven J. Benton, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Jaime Marie Adams



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-

-
- 1) **APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR TRACT 4112 - TRACY HILLS VILLAGES 10A AND 10B, AND**
 - 2) **AUTHORIZING THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.**

WHEREAS, a Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B (VTSM) consisting of 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive, was approved by the Tracy City Council on November 10, 2020, pursuant to Resolution No. 2020-188; and

WHEREAS, the Final Subdivision Map for Tract 4112 - Tracy Hills Villages 10A and 10B consists of 88 single-family residential lots and other associated parcels located on approximately 15.8 acres within the boundaries of and in conformance with the VTSM; and

WHEREAS, the Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards; and

WHEREAS, the Improvement Plans, Landscape Plans, Specifications, and Cost Estimates for the required public street, utility and landscape improvements have been prepared on behalf of the Developer and approved by the City Engineer and are incorporated into the subject Subdivision Improvement Agreement for Tract 4112 - Tracy Hills Villages 10A and 10B (SIA) by reference; and

WHEREAS, the SIA addresses construction of the public streets, utilities, landscaping and other in-tract improvements associated with the 88 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4112 - Tracy Hills Villages 10A and 10B development; and

WHEREAS, the Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements; and

WHEREAS, upon completion of all improvements, the City will accept the improvements and will accept all offers of dedication of public right-of-way and other public parcels; and

WHEREAS, the Developer will pay for the cost of engineering inspection and processing the agreement; now, therefore, be it

RESOLVED: The City Council of the City of Tracy hereby 1) approves the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4112 - Tracy Hills Villages 10A and 10B, and 2) authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2023-_____ was passed and adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____

ADRIANNE RICHARDSON
City Clerk and Clerk of the Council
of the City of Tracy, California

January 17, 2023

Agenda Item 1.L

RECOMMENDATION

Staff recommends that City Council 1) approve the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4114 – Tracy Hills Village 11B, and 2) authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff requests that the City Council approve the Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B, for subdivision into 104 single-family residential lots and other parcels. Approval of the Final Subdivision Map will facilitate the recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Lennar Homes of California, LLC, a California limited liability company (Developer), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

ANALYSIS

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, pursuant to Resolution No. 2020-188 (VTSM). The VTSM includes 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. Attachment A shows the overall Tracy Hills Phase 1B project area and the location of the subject Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B.

The Developer is requesting approval of the Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B to create 104 single-family residential lots and other associated parcels located on approximately 24.9 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B (Attachment B) has been prepared on behalf of the Developer and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement plans, landscape plans and cost estimates required for public streets and utilities have been prepared on behalf of the Developer and approved by the City Engineer. Since the required improvements will not be completed prior to the recordation of the Final Subdivision Map, the Developer has requested to execute the SIA to guarantee the completion of the improvements as authorized by Government Code Section 66462.

The SIA (Attachment C) addresses construction of the public streets, utilities, landscaping, and other in-tract improvements associated with the 104 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4114 - Tracy Hills Village 11B.

The Developer has executed the SIA and posted the required security to guarantee the completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with the approved Vesting Tentative Subdivision Map. The SIA and Final Subdivision Map are attached, and the Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the public improvements for maintenance and will accept all offers of dedication of public right-of-way and other public parcels at that time. The Developer will pay for the cost of engineering inspection and processing of the Agreement.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The Developer has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and Final Map and processing the Agreement.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by resolution, 1) approves the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4114 - Tracy Hills Village 11B, and 2) authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

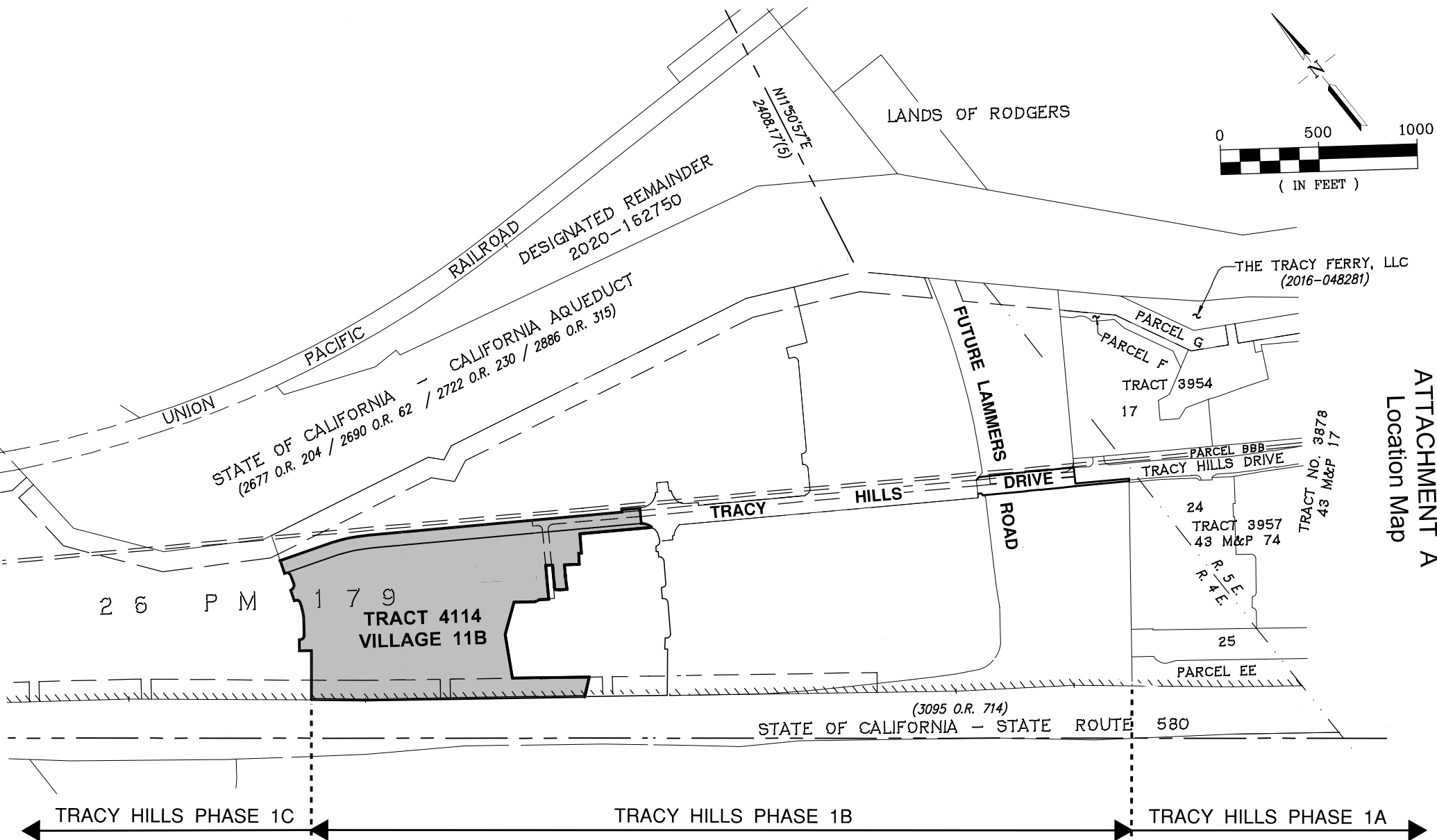
Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement



ATTACHMENT A
Location Map

ATTACHMENT B
Final Subdivision Map

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

OWNER'S STATEMENT
WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "TRACY HILLS DRIVE", "CARPO WAY", "TELLURIDE STREET", "ANDREW CAMILLER AVENUE", "ANGELLO WAY", "BARLEY AVENUE", "MARLOW AVENUE", "BARLEY WAY", "JULIANT AVENUE", AND "UPTON AVENUE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE WEST END OF TRACY HILLS DRIVE AND TELLURIDE STREET.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE HOMEOWNERS ASSOCIATION: THE AREAS DESIGNATED IN THIS MAP AS PARCELS "F", "G", "H", "I", AND "J".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "SSE" ARE FOR PUBLIC SANITARY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES: THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES, SAID INSTRUMENTS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY ////////// (LOTS 48 AND 55 TO AND FROM CARPO WAY, LOT 79 TO AND FROM ANDREW CAMILLER AVENUE, LOTS 80, 88, 100, 101, 125, 126, 137, 138, AND 149 TO AND FROM TELLURIDE STREET, LOTS 83 AND 84 TO AND FROM ANGELLO WAY, LOTS 131, 132, 143, AND 144 TO AND FROM BARLEY WAY).

DATED THIS _____ DAY OF _____, 2022.

OWNER: AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: AGWP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: STEVEN S. BENSON, ITS MANAGER

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA

COUNTY OF MARICOPA

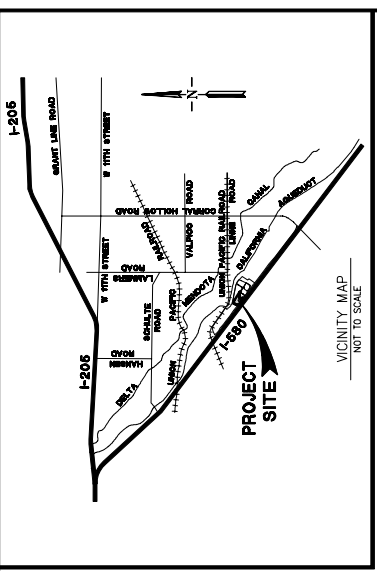
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY STEVEN S. BENSON, THE MANAGER OF AGWP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____



TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 28 OF PARCEL MAPS AT PAGE 179
IN THE PUBLIC RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 13 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

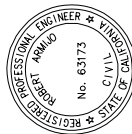
SURVEYOR'S STATEMENT
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD LOCAL SURVEY CONDUCTED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 2 OF DIVISION 4 OF THE CALIFORNIA PROFESSIONAL LAND SURVEYING ACT, AND I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DATED THIS _____ DAY OF _____, 2022.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

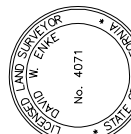
CITY ENGINEER'S STATEMENT
I, ROBERT ARMUO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.



DATED THIS _____ DAY OF _____, 2022.

ROBERT ARMUO, R.C.E. NO. 63773
CITY ENGINEER

SURVEYOR FOR THE CITY STATEMENT
I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF DIVISION 4 OF THE CALIFORNIA PROFESSIONAL LAND SURVEYING ACT, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.



DATED THIS _____ DAY OF _____, 2022.

DAVID W. ENKE, L.S. NO. 4071

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P., 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85258:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"TRACY HILLS DRIVE", "CAPPO WAY", "TELLURIDE STREET", "ANDREW CAMILLERI AVENUE", "ANGELO WAY", "YARROW AVENUE", "BARLOW AVENUE", "BARLEY WAY", "VALANT AVENUE", AND "UPON AVENUE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P. TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "SANITARY SEWER EASEMENT" OR "SSE", AND "STORM DRAIN EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY HAS DEDICATED THE PROPERTY TO THE CITY OF TRACY FOR A PUBLIC PURPOSE THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(g), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RISEN INTO A FEE, HAVE BEEN OMITTED:

1. CITY OF TRACY EASEMENT EASEMENTS: 2012-091623
2. CITY OF TRACY EMERGENCY VEHICLE ACCESS: 2018-009292
3. CONOCO PHILLIPS PIPELINE EASEMENTS: 1897 O.R. 449, 1963 O.R. 227

CITY CLERK'S STATEMENT
THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2022, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, SANITARY SEWER EASEMENTS, AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 48 AND 55 TO AND FROM CAPPO WAY, LOT 79 TO AND FROM ANDREW CAMILLERI AVENUE, LOTS 80, 88, 100, 101, 123, 126, 137, AND FROM ANGELO WAY, LOT 138 TO AND FROM BARLEY WAY, LOTS 139, 140, 141, 142, 143, 144 TO AND FROM BARLEY WAY, ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE WEST END OF TRACY HILLS DRIVE AND TELLURIDE STREET, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (c) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2022.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF SAN JOAQUIN COUNTY, CALIFORNIA, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 580 11.0 SHEET 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085
- (11) TRACT NO. 4086

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000812 TO OBTAIN GROUND LEVEL DISTANCES.

LEGEND

---	TRACT MAP BOUNDARY LINE
---	LOT LINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	MONUMENT TIE LINE
---	EXISTING PROPERTY LINE
---	FOUND MONUMENT AS NOTED
○	SET STANDARD MONUMENT, STAMPED LS 6441
○	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED
()	LANDSCAPE MAINTENANCE EASEMENT
()	PUBLIC UTILITY EASEMENT
()	STORM DRAIN EASEMENT
()	EXISTING FEET
()	SQUARE FEET
()	MONUMENT TO MONUMENT
()	MONUMENT TO PROPERTY LINE
()	TIE TO PROPERTY LINE
()	RADIAL
()	TOTAL
()	OFFICIAL RECORDS
()	RECORD DATA & REFERENCE

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4114

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF THE MONUMENTS 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY

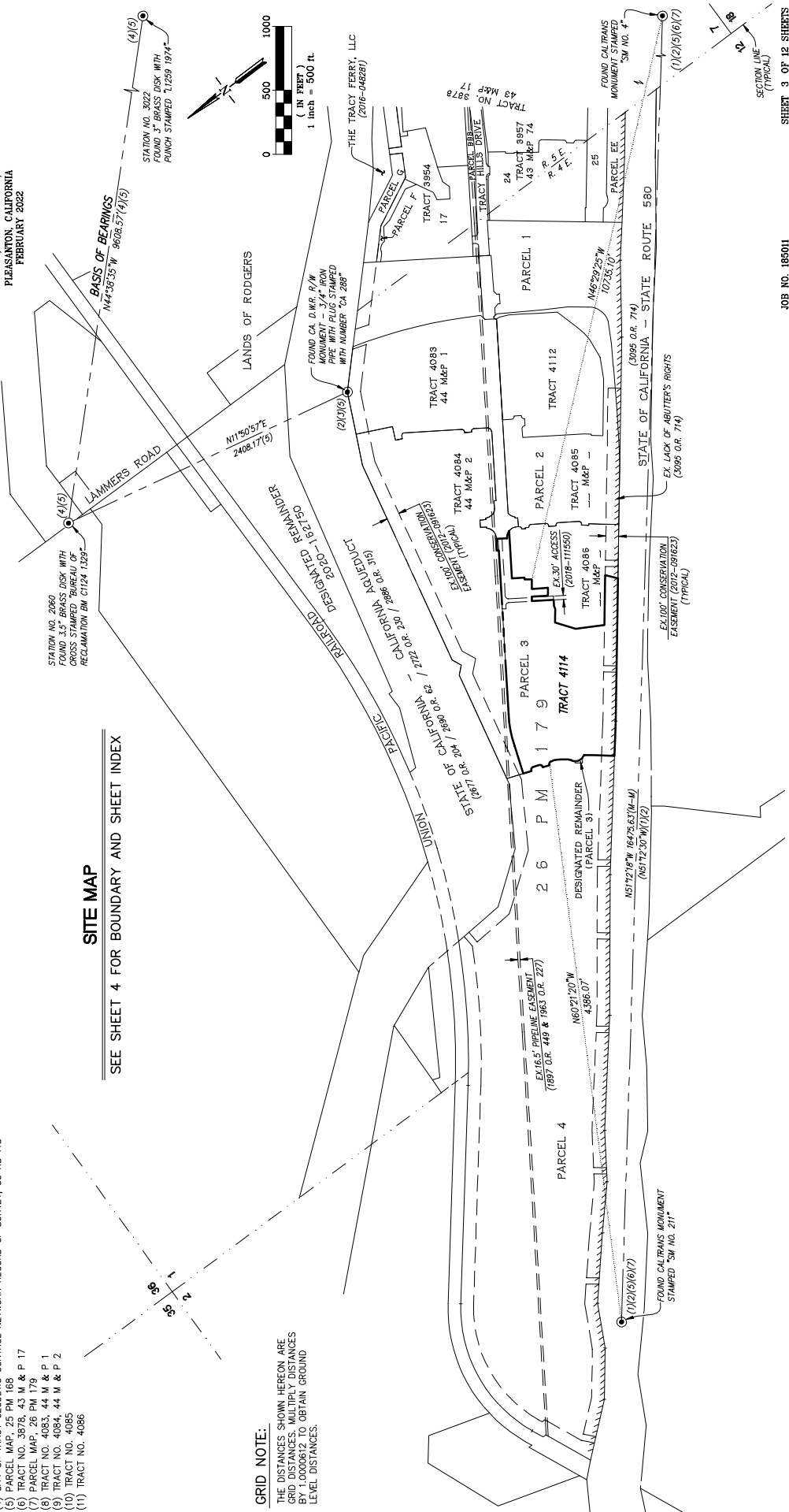
SAN JOAQUIN COUNTY, CALIFORNIA

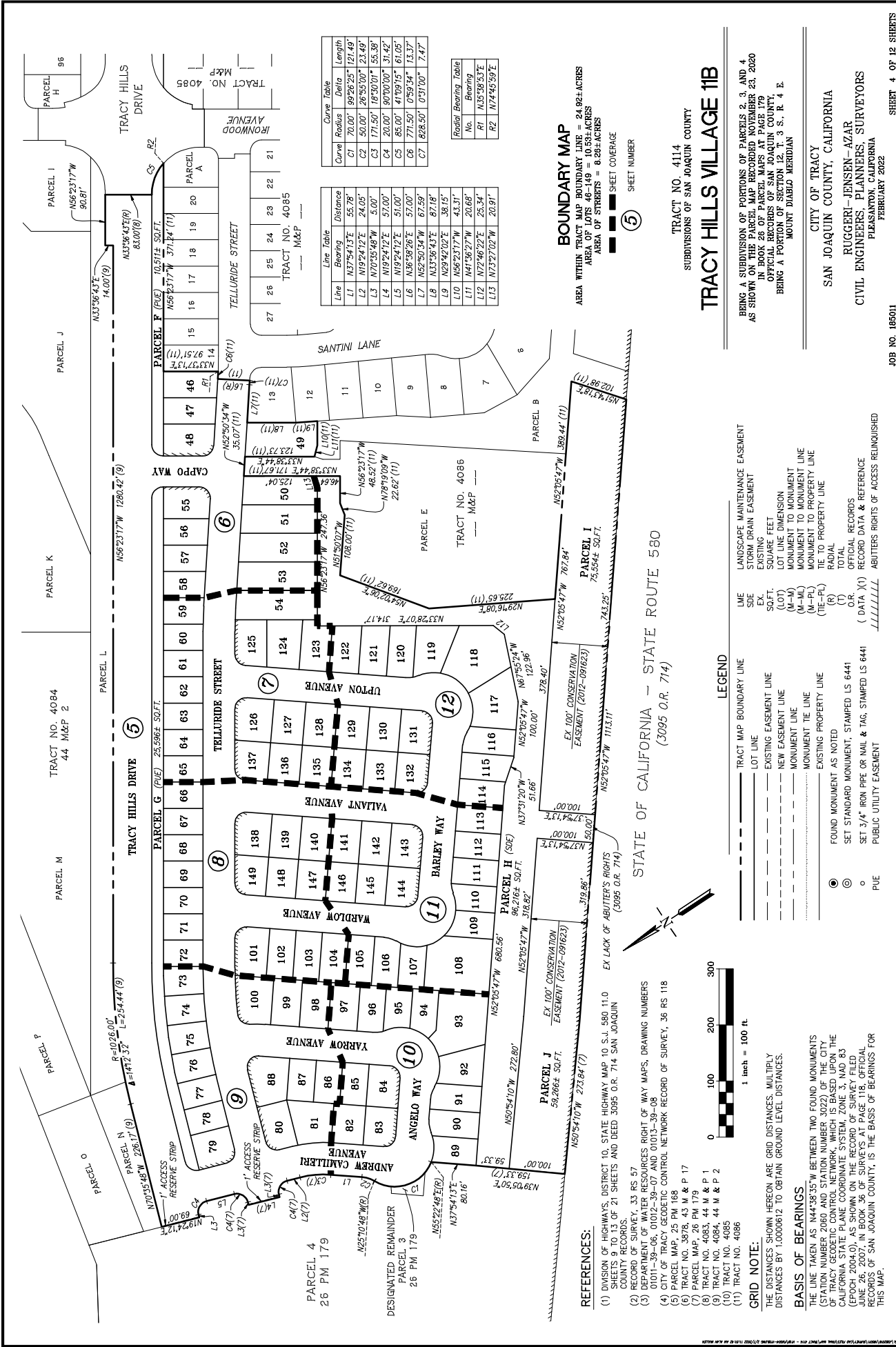
RUGGERI-JENSEN-AZAR

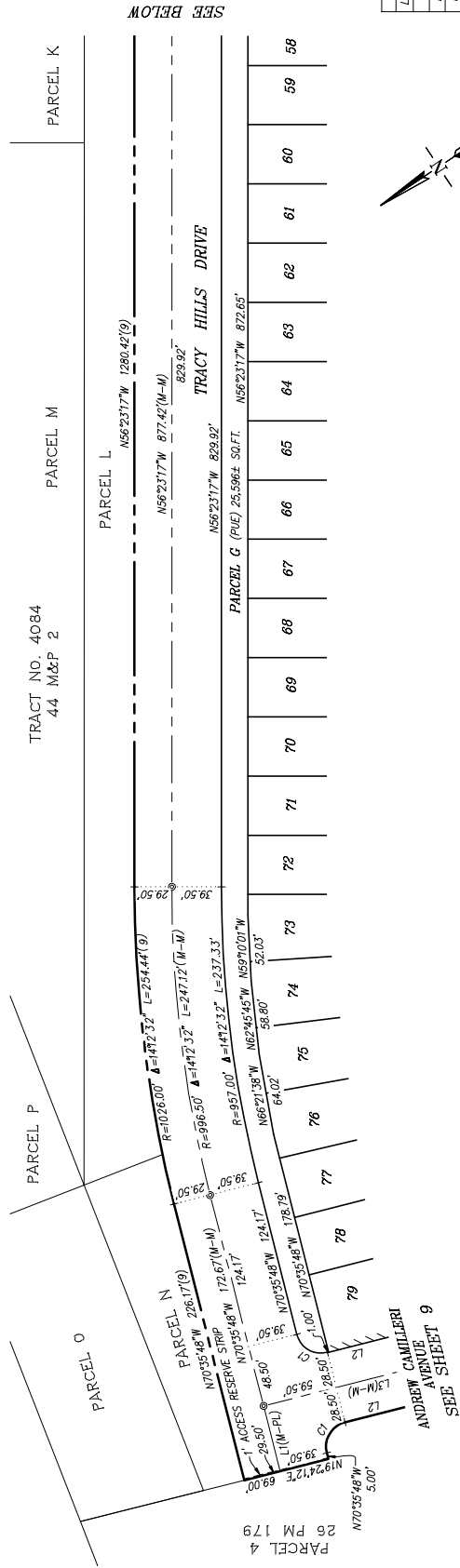
CIVIL ENGINEERS, PLANNERS, SURVEYORS

PLEASANTON, CALIFORNIA

FEBRUARY 2022

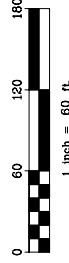




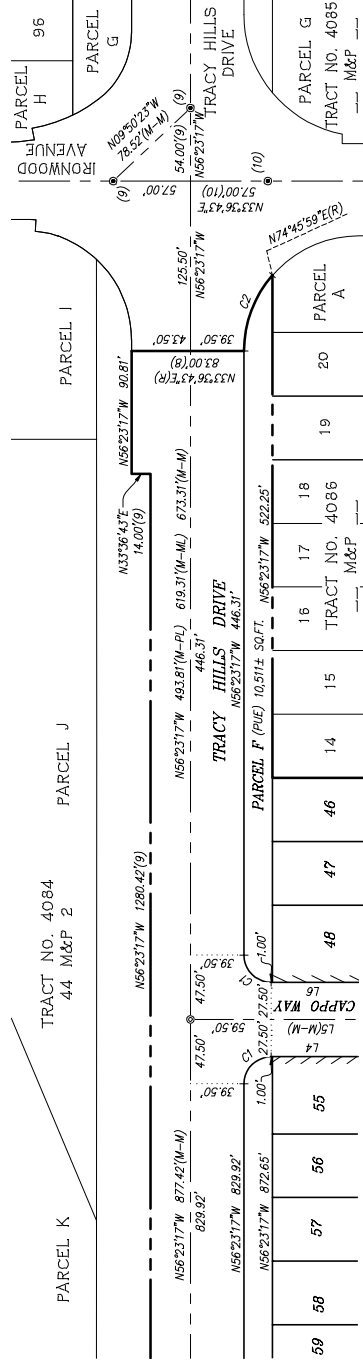


Line Table		
Line	Bearing	Distance
L1	N70°35'48"W	53.50'
L2	N19°24'12"E	51.00'
L3	N19°24'12"E	159.00'
L4	N33°56'43"E	64.74'
L5	N33°56'43"E	175.78'
L6	N33°56'43"E	70.63'

Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	85.00'	41°09'15"	61.05'



SEE ABOVE



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

TRACT MAP BOUNDARY LINE	LME	LANDSCAPE MAINTENANCE EASEMENT
_____	SIDE	STORM DRAIN EASEMENT
_____	LOT LINE	EXISTING EASEMENT
_____	EXISTING EASEMENT LINE	EXISTING EASEMENT
_____	NEW EASEMENT LINE	EXISTING EASEMENT
_____	MONUMENT LINE	EXISTING EASEMENT
_____	MONUMENT TIE LINE	EXISTING EASEMENT
_____	EXISTING PROPERTY LINE	EXISTING EASEMENT
_____	FOUND MONUMENT AS NOTED	EXISTING EASEMENT
_____	SET STANDARD MONUMENT, STAMPED LS 6441	EXISTING EASEMENT
_____	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	EXISTING EASEMENT
_____	PUBLIC UTILITY EASEMENT	EXISTING EASEMENT
_____	DATE (X1)	RECORD DATA & REFERENCE
_____	ABUTTERS RIGHTS OF ACCESS RELINQUISHED	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACY HILLSVILLE AGE 11B

TRACT NO. 4114
DIVISIONS OF SAN JOAQUIN

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4,
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS CIVIL ENGINEERS-PLANNERS, SURVEYORS 0151-19-28
- (4) CITY OF TRACY GEOMETRIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 188
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085
- (11) TRACT NO. 4086

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEOMETRIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLATE COORDINATE SYSTEM, ZONE 18N, NAD 83 (EPOCH 2003.10) AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

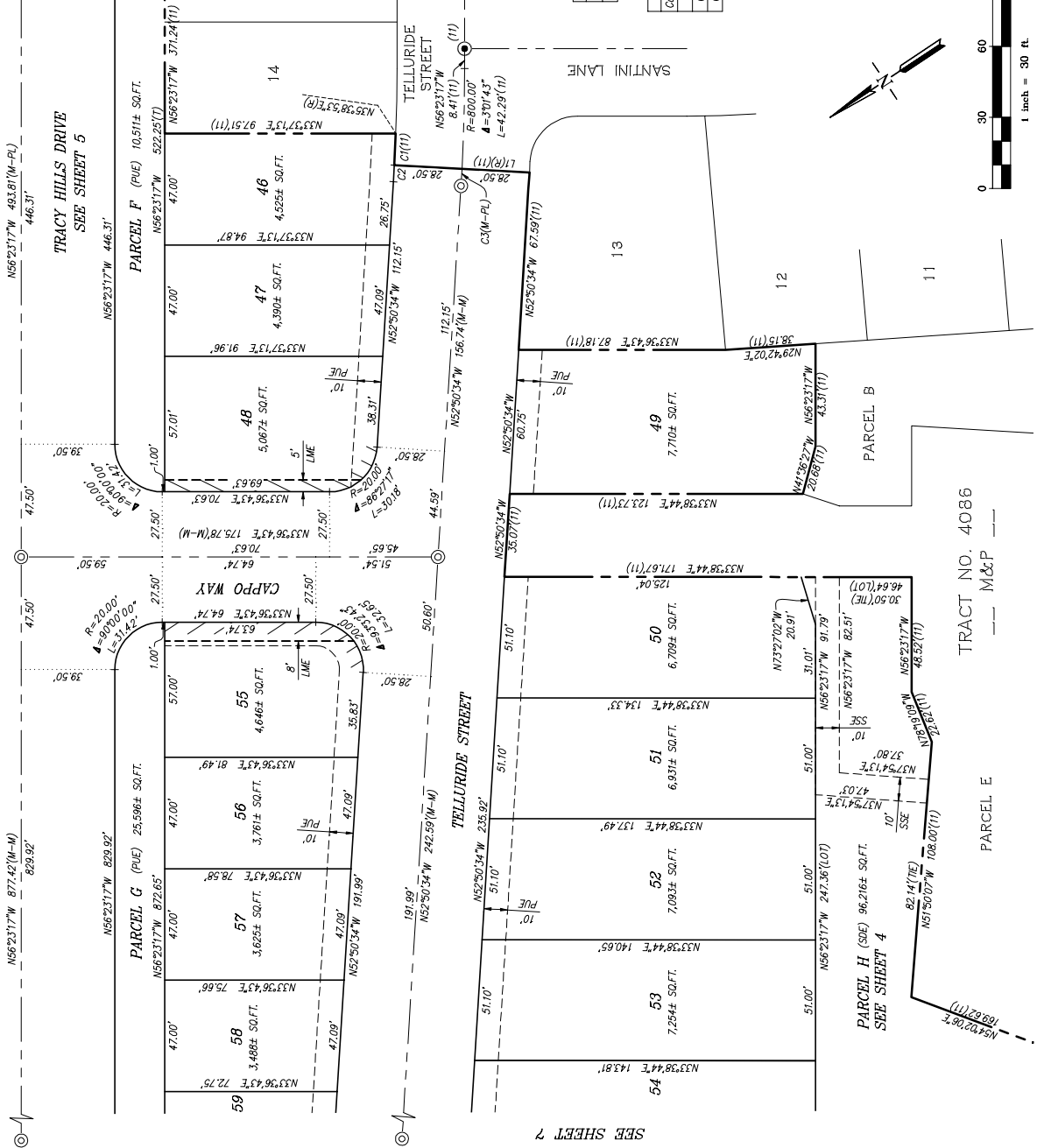
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LINE LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SUE STORM DRAIN EASEMENT
- EX EXISTING FEET
- SUE STORM DRAIN EASEMENT
- LOT LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- () DATA (X) RECORD DATA & REFERENCE
- /////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

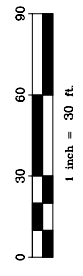
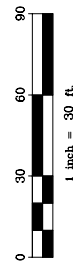
Line	Bearing	Distance
L1	N36°59'29"E	57.00'

Curve	Radius	Delta	Length
C1	771.50'	0°59'34"	13.37'
C2	771.50'	0°31'00"	6.96'
C3	800.00'	0°31'00"	7.27'



TRACT NO. 4114 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 11B

BRING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN



TRACT NO. 4086
--- M&P ---

PARCEL E

PARCEL B

PARCEL F

PARCEL G

PARCEL H

PARCEL I

PARCEL J

PARCEL K

PARCEL L

PARCEL M

PARCEL N

PARCEL O

PARCEL P

PARCEL Q

PARCEL R

PARCEL S

PARCEL T

PARCEL U

PARCEL V

PARCEL W

PARCEL X

PARCEL Y

PARCEL Z

PARCEL AA

PARCEL AB

PARCEL AC

PARCEL AD

PARCEL AE

PARCEL AF

PARCEL AG

PARCEL AH

PARCEL AI

PARCEL AJ

PARCEL AK

PARCEL AL

PARCEL AM

PARCEL AN

PARCEL AO

PARCEL AP

PARCEL AQ

PARCEL AR

PARCEL AS

PARCEL AT

PARCEL AU

PARCEL AV

PARCEL AW

PARCEL AX

PARCEL AY

PARCEL AZ

PARCEL BA

PARCEL BB

PARCEL BC

PARCEL BD

PARCEL BE

PARCEL BF

PARCEL BG

PARCEL BH

PARCEL BI

PARCEL BJ

PARCEL BK

PARCEL BL

PARCEL BM

PARCEL BN

PARCEL BO

PARCEL BP

PARCEL BQ

PARCEL BR

PARCEL BS

PARCEL BT

PARCEL BU

PARCEL BV

PARCEL BW

PARCEL BX

PARCEL BY

PARCEL BZ

PARCEL CA

PARCEL CB

PARCEL CC

PARCEL CD

PARCEL CE

PARCEL CF

PARCEL CG

PARCEL CH

PARCEL CI

PARCEL CJ

PARCEL CK

PARCEL CL

PARCEL CM

PARCEL CN

PARCEL CO

PARCEL CP

PARCEL CQ

PARCEL CR

PARCEL CS

PARCEL CT

PARCEL CU

PARCEL CV

PARCEL CW

PARCEL CX

PARCEL CY

PARCEL CZ

PARCEL DA

PARCEL DB

PARCEL DC

PARCEL DD

PARCEL DE

PARCEL DF

PARCEL DG

PARCEL DH

PARCEL DI

PARCEL DJ

PARCEL DK

PARCEL DL

PARCEL DM

PARCEL DN

PARCEL DO

PARCEL DP

PARCEL DQ

PARCEL DR

PARCEL DS

PARCEL DT

PARCEL DU

PARCEL DV

PARCEL DW

PARCEL DX

PARCEL DY

PARCEL DZ

PARCEL EA

PARCEL EB

PARCEL EC

PARCEL ED

PARCEL EE

PARCEL EF

PARCEL EG

PARCEL EH

PARCEL EI

PARCEL EJ

PARCEL EK

PARCEL EL

PARCEL EM

PARCEL EN

PARCEL EO

PARCEL EP

PARCEL EQ

PARCEL ER

PARCEL ES

PARCEL ET

PARCEL EU

PARCEL EV

PARCEL EW

PARCEL EX

PARCEL EY

PARCEL EZ

PARCEL FA

PARCEL FB

PARCEL FC

PARCEL FD

PARCEL FE

PARCEL FF

PARCEL FG

PARCEL FH

PARCEL FI

PARCEL FJ

PARCEL FK

PARCEL FL

PARCEL FM

PARCEL FN

PARCEL FO

PARCEL FP

PARCEL FQ

PARCEL FR

PARCEL FS

PARCEL FT

PARCEL FU

PARCEL FV

PARCEL FW

PARCEL FX

PARCEL FY

PARCEL FZ

PARCEL GA

PARCEL GB

PARCEL GC

PARCEL GD

PARCEL GE

PARCEL GF

PARCEL GG

PARCEL GH

PARCEL GI

PARCEL GJ

PARCEL GK

PARCEL GL

PARCEL GM

PARCEL GN

PARCEL GO

PARCEL GP

PARCEL GQ

PARCEL GR

PARCEL GS

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PARCEL GU

PARCEL GV

PARCEL GW

PARCEL GX

PARCEL GY

PARCEL GZ

PARCEL HA

PARCEL HB

PARCEL HC

PARCEL HD

PARCEL HE

PARCEL HF

PARCEL HG

PARCEL HH

PARCEL HI

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PARCEL HV

PARCEL HW

PARCEL HX

PARCEL HY

PARCEL HZ

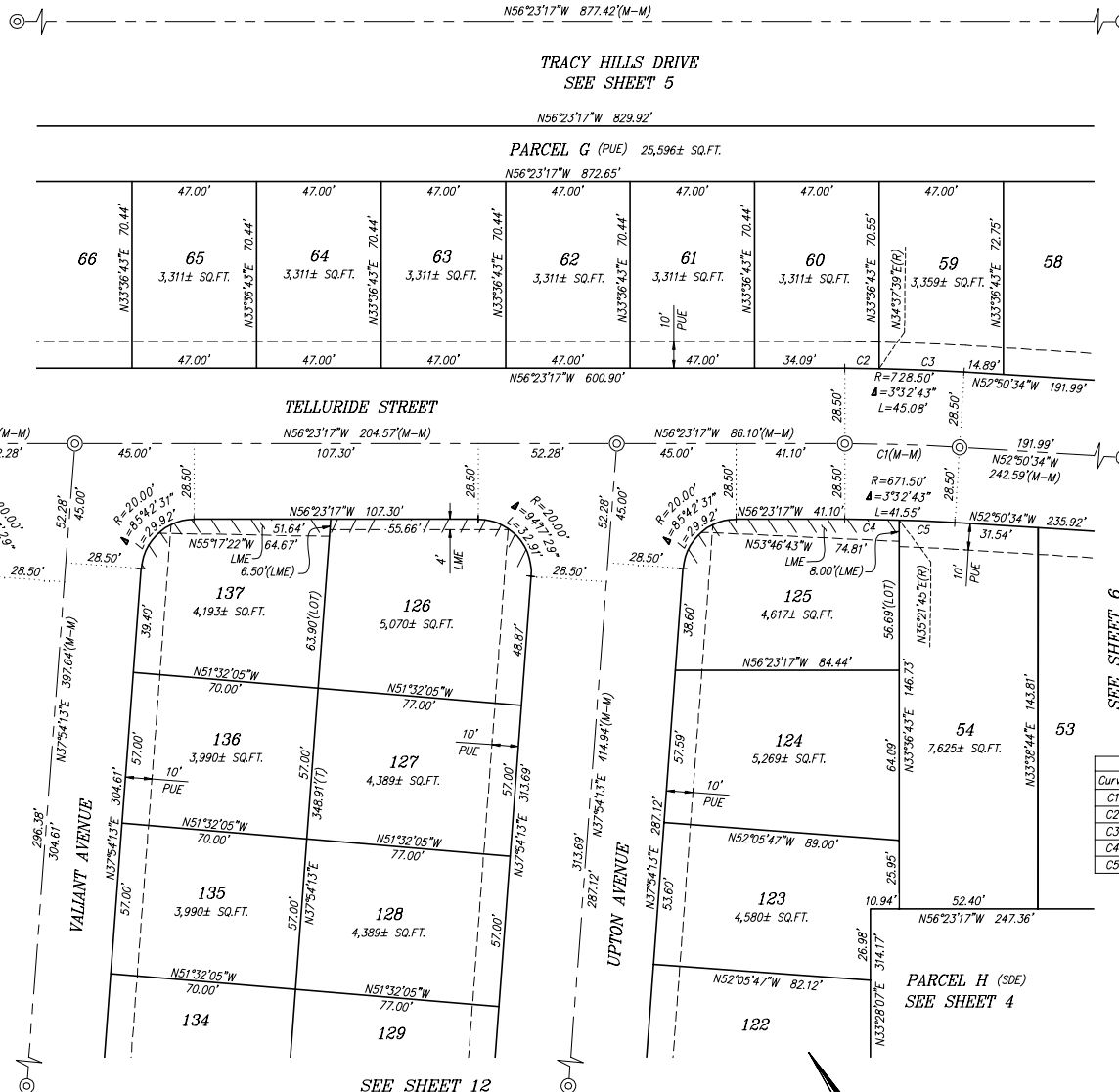
PARCEL IA

PARCEL IB

PARCEL IC

PARCEL ID

PAR



REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085
- (11) TRACT NO. 4086

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY, FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- EX EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA) (1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve Table			
Curve	Radius	Delta	Length
C1	700.00'	3°32'43"	43.31'
C2	728.50'	1°00'56"	12.91'
C3	728.50'	2°31'47"	32.16'
C4	671.50'	1°45'02"	20.52'
C5	671.50'	1°47'41"	21.03'

TRACT NO. 4114 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 7 OF 12 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-38-07 AND 01013-39-08
- (4) OFFICE OF TRAC GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP NO. 25, 43 M & P 17
- (6) PARCEL MAP NO. 3978, 43 M & P 17
- (7) PARCEL MAP NO. 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085
- (11) TRACT NO. 4086

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.000612 TO OBTAIN GROUND LEVEL DISTANCES.

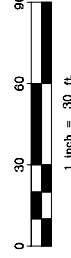
BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 2022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 ADJUSTED MEAN SOLAR TIME ZONE CONVERSION OF 135.537 (FROM 2003.0) IS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

Curve	Radius	Delta	Length
C1	780.00'	95°721'	135.53'
C2	751.50'	170°56'	13.32'

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- LINE 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LANDSCAPE MAINTENANCE EASEMENT
- PUBLIC UTILITY EASEMENT
- SIDE STORM DRAIN EASEMENT
- EXISTING FEET
- SOFT
- LOT LINE DIMENSION
- (LOT)
- (M-N) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- OFFICIAL RECORDS
- () DATA () RECORD DATA & REFERENCE
- ===== ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACT NO. 4114

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BRING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF PARCEL MAPS AT PAGE 119 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR

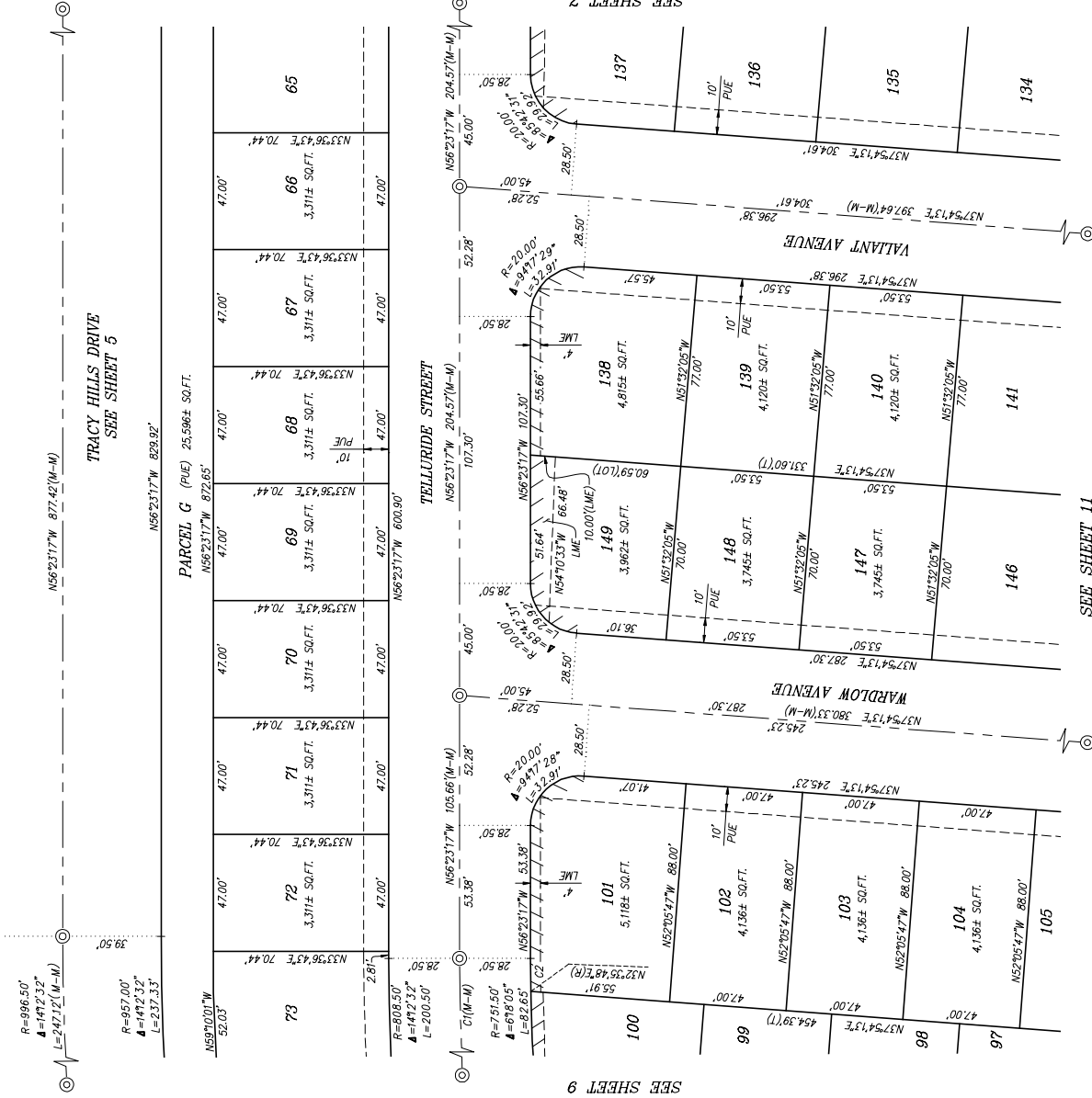
CIVIL ENGINEERS, PLANNERS, SURVEYORS

PLEASANTON, CALIFORNIA

FEBRUARY 2022

JOB NO. 185011

SHEET 8 OF 12 SHEETS



REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
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- (4) CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE (FROM 2003) AS SHOWN ON THE RECORD OF SURVEY, 36 RS 118
- (5) TRACT NO. 4084, 44 M & P 1
- (6) TRACT NO. 3978, 43 M & P 17
- (7) PARCEL MAP 26 PM 179
- (8) TRACT NO. 4083, 44 M & P 1
- (9) TRACT NO. 4084, 44 M & P 2
- (10) TRACT NO. 4085
- (11) TRACT NO. 4086

GRID NOTE:

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BASIS OF BEARINGS:

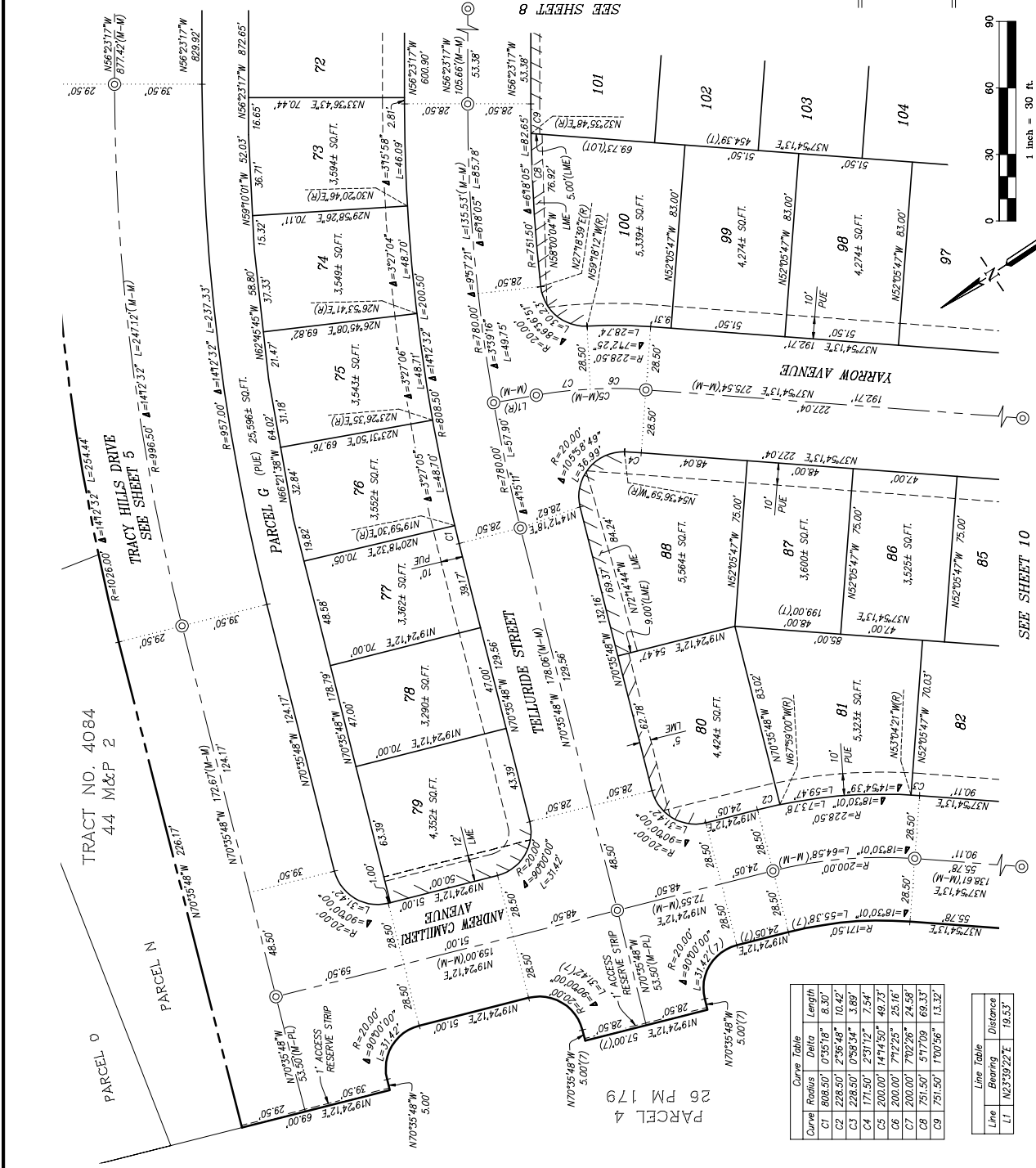
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LEGEND

- TRACT MAP BOUNDARY LINE
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- TIE TO PROPERTY LINE
- RADIAL
- TOTAL
- OFFICIAL RECORDS
- () DATA (X) RECORD DATA & REFERENCE
- ===== ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve	Radius	Delta	Length
C1	808.50'	0°35'18"	8.30'
C2	228.50'	2°36'48"	10.42'
C3	228.50'	0°59'34"	3.69'
C4	171.50'	2°31'12"	7.54'
C5	200.00'	1°47'50"	49.73'
C6	200.00'	7°12'25"	25.16'
C7	200.00'	7°02'26"	24.58'
C8	751.50'	5°17'09"	69.33'
C9	751.50'	1°00'56"	13.32'

Line	Bearing	Distance
L1	N25°59'22"E	19.53'



TRACT NO. 4114 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 88 OF PARCEL MAPS AT PAGE 99 OF THE RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E., MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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GRID NOTE:

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BASIS OF BEARINGS

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LEGEND

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- SUE STORM DRAIN EASEMENT
- EX. EXISTING EASEMENT
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- LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
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- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- () DATA () RECORD DATA & REFERENCE
- ////////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR

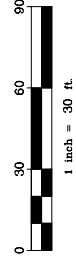
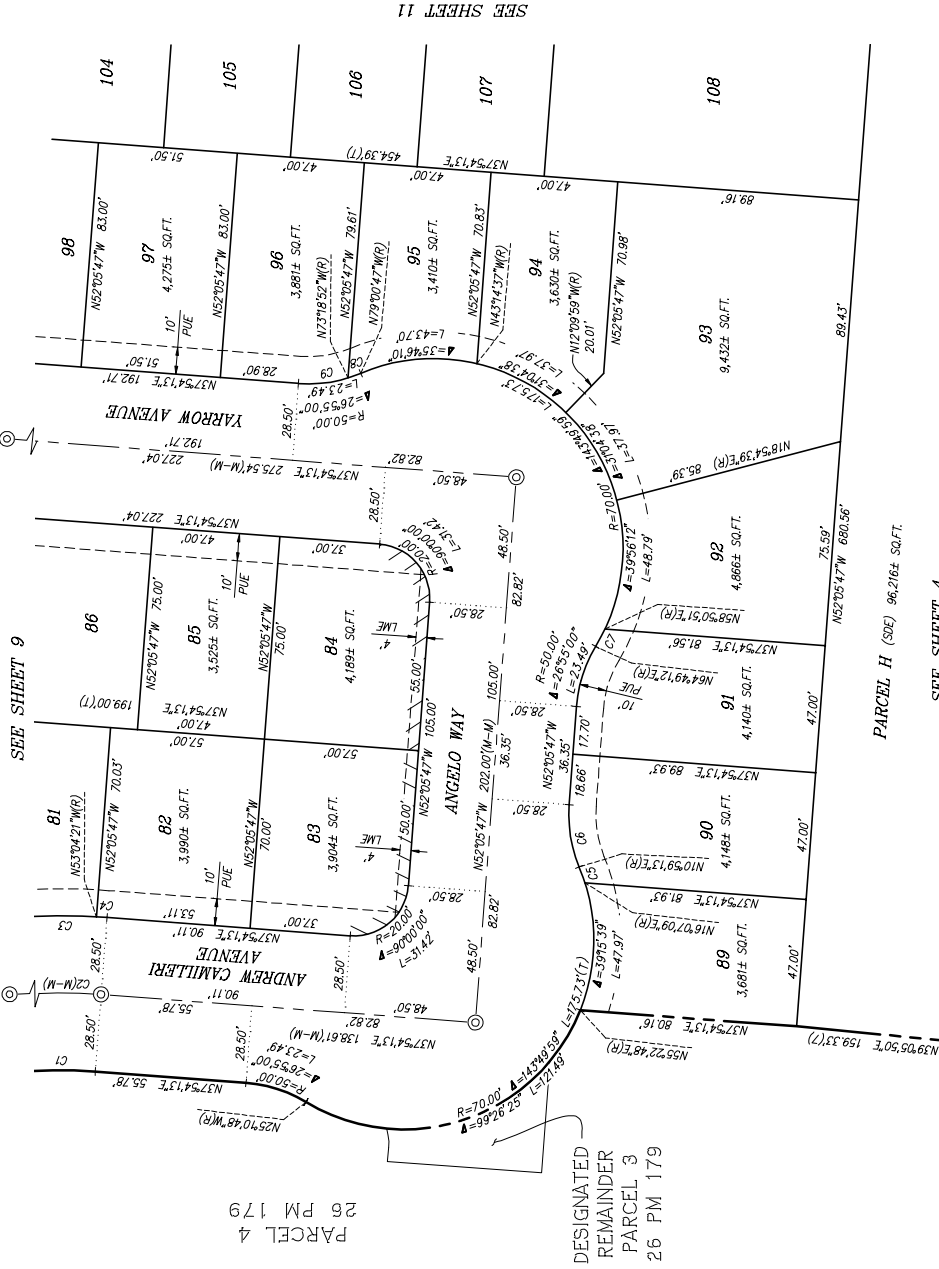
CIVIL ENGINEERS-PLANNERS, SURVEYORS

PLEASANTON, CALIFORNIA

FEBRUARY 2022

JOB NO. 185011

SHEET 10 OF 12 SHEETS



REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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- (5) PARCEL MAP NO. 26 PM 179
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- (8) TRACT NO. 4083, 44 M & P 1
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GRID NOTE:

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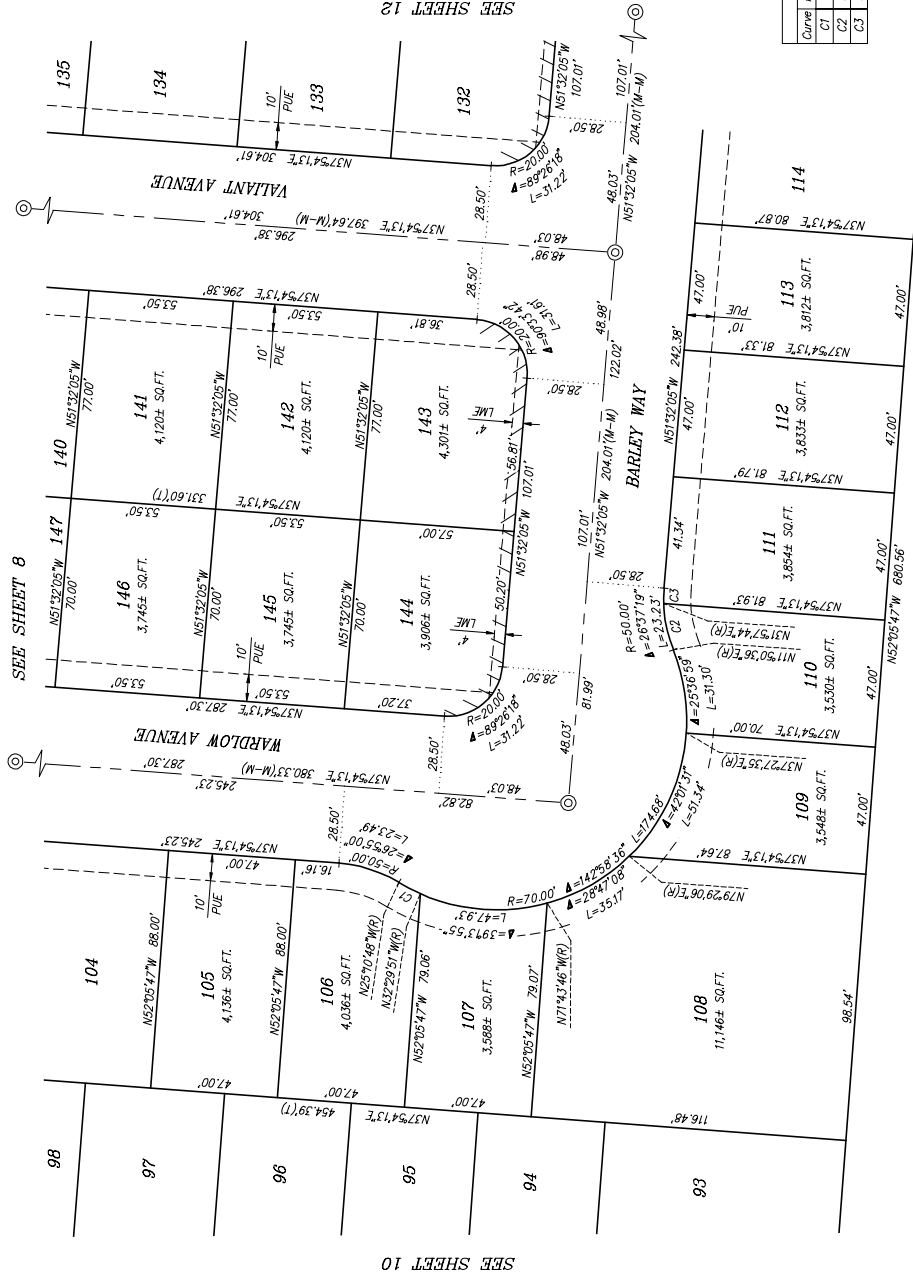
BASIS OF BEARINGS:

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE 1983 ADJUSTED NORTH POLARIS STAR OBSERVATION, IS THE BASIS OF BEARINGS FOR THE RECORD OF SURVEY FILED JUNE 26, 2007. IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

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- () DATA () RECORD DATA & REFERENCE
- ////////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve	Radius	Delta	Length
C1	70.00'	71°03'	2.94'
C2	50.00'	207°07'	17.56'
C3	50.00'	6°30'11"	5.68'



PARCEL H (SDE) 96.216± SQ.FT.

SEE SHEET 4

TRACY HILLS VILLAGE 11B

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

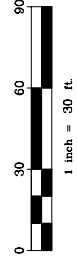
BRING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, TO THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 11 OF 12 SHEETS



REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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LEGEND

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- () DATA () RECORD DATA & REFERENCE
- ////////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

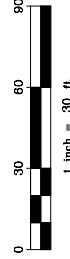
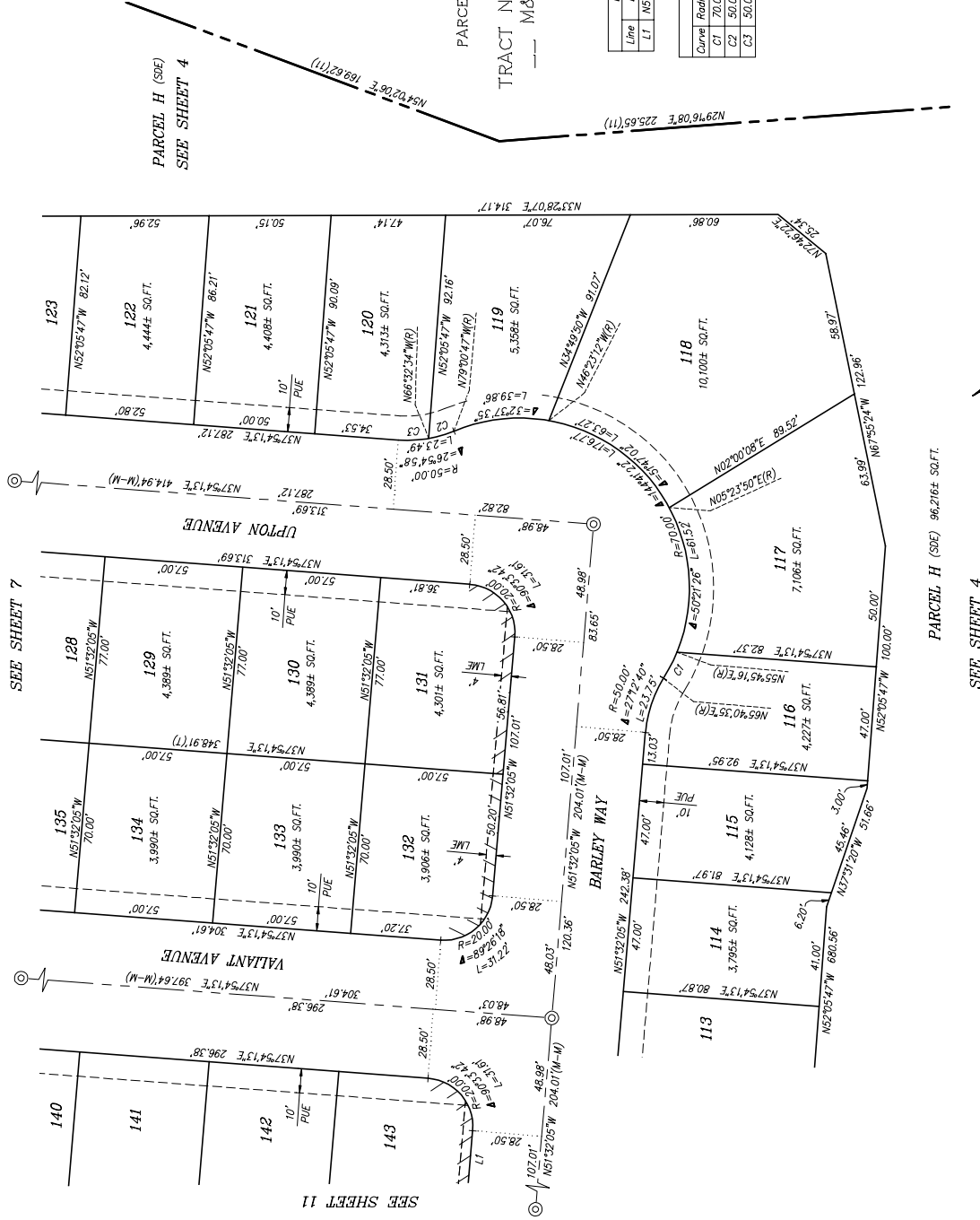
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
FEBRUARY 2022

JOB NO. 185011

SHEET 12 OF 12 SHEETS



Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4114 - Tracy Hills Village 11B

This **Subdivision Improvement Agreement** ("Agreement") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, LLC**, a California limited liability company ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B, and being more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Property**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Tract 4004, processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188 ("**Tentative Map**"). The Tentative Map includes 432 single-family residential lots, park parcels, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval, attached hereto as Exhibit "**B**", describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, *et seq*) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4114 - Tracy Hills Villages 11B, consisting of 104 single-family residential lots and other parcels to owned by Homeowner's Association located on approximately 24.9 acres within the boundaries of the aforementioned 432 lot Tracy Hills Phase 1B project. Exhibit "C" shows the overall Tracy Hills Phase 1B project area and the location of the Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B, ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, Developer has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Plans and Specifications**") include: twenty-one (21) sheets of improvement plans entitled "Improvement Plans, Village 11B, Tract 4114, Tracy Hills Phase 1B", prepared by Ruggeri-Jensen-Azar; five (5) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 11B", prepared by Power Systems Design; four (4) sheets of street lighting plans entitled "Street Lighting Plan Set, Tracy Hills Village 11B, prepared by Power Systems Design; and fourteen (14) sheets of landscape construction drawings entitled "Tracy Hills Landscape Improvement Plans Village 11B – Fairgrove", prepared by FORMA. The improvement plans, joint trench plans and street lighting plans are on file with the City Engineer under Tracking No. ENG21-0034 and the landscape plans are on file with the City Engineer under Tracking No. ENG22-0023, all incorporated herein by reference.

F. Because the required improvements have not been completed, Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions of Approval (hereinafter "**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than 15 days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

2.2 Schedule of Work. Concurrently with the written notice of beginning of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.4 Reversion to Acreage. If Developer fails to begin the Work before the date on which completion is due, Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Developer shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Developer's execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of **\$1,962,111.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of **\$1,962,111.00** to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **\$196,211.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 Monumentation security in the amount of **\$21,250.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

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

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 09 97 for "any auto" including "hired autos" and "non-owned autos") coverage

shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.5. Workers’ Compensation coverage shall be maintained as required by the State of California.

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

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer’s Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

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

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

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

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

7.2 Events of default. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer abandons the Project site.

7.2.3 Developer fails to perform one or more requirements of this Agreement.

7.2.4 Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5 Developer violates any legal requirement related to the Work.

7.3 If Developer fails to cure the default within thirty (30) calendar days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

7.3.3 Demand Developer's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

9. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

10. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

11. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

12. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

13. Miscellaneous.

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

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, LLC 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 E. Hartford Drive, Suite 118 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

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

13.2 Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

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

13.5 Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

13.7 Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.8 Entire Agreement; Severability. This Agreement, including all documents incorporated by reference, comprises the entire integrated

understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

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

[signatures on following page]

City of Tracy – Subdivision Improvement Agreement
Tract 4114 - Tracy Hills Village 11B

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

City of Tracy

Developer

Nancy D. Young, Mayor

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

Date: _____



Approved by City Council on _____
by Resolution No. _____.

By: Bridget Koller
Title: Vice President

Date: 11/14/22

Attest:

Federal Employer Tax ID No. 93-1223261

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal Patel, City Attorney

Exhibits

- A: Legal Description of Property (Recital A)
- B: Tentative Map Conditions of Approval (Recital C)
- C: Location of Project Site (Recital D)

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

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On November 14, 2022, before me, LaWana Patrice Bluford, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.


Signature



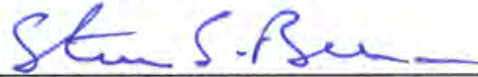
(SEAL)

Consent to Recordation

AG Essential Housing CA 1, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent



By: Steven S. Benson

Title: Manager

Date: 11/15/22

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

State of Arizona)
County of Maricopa)

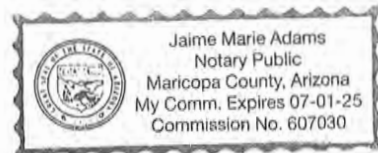
On 11/15/22, before me, Jaime Marie Adams, a Notary Public, personally appeared Steven S. Benson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Jaime Marie Adams



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-

-
- 1) **APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR TRACT 4114 - TRACY HILLS VILLAGE 11B, AND**
 - 2) **AUTHORIZING THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER**

WHEREAS, a Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B (VTSM) consisting of 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive, was approved by the Tracy City Council on November 10, 2020, pursuant to Resolution No. 2020-188; and

WHEREAS, the Final Subdivision Map for Tract 4114 - Tracy Hills Village 11B consists of 104 single-family residential lots and other associated parcels located on approximately 24.9 acres within the boundaries of and in conformance with the VTSM; and

WHEREAS, the Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards; and

WHEREAS, the Improvement Plans, Landscape Plans, Specifications, and Cost Estimates for the required public street, utility and landscape improvements have been prepared on behalf of the Developer and approved by the City Engineer and are incorporated into the subject Subdivision Improvement Agreement for Tract 4114 - Tracy Hills Village 11B (SIA) by reference; and

WHEREAS, the SIA addresses construction of the public streets, utilities, landscaping and other in-tract improvements associated with the 104 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4114 - Tracy Hills Village 11B development; and

WHEREAS, the Developer has executed the SIA and has posted the required securities to guarantee completion of the improvements; and

WHEREAS, upon completion of all improvements, the City will accept the improvements and will accept all offers of dedication of public right-of-way and other public parcels; and

WHEREAS, the Developer will pay for the cost of engineering inspection and processing the agreement; now, therefore, be it

RESOLVED: The City Council of the City of Tracy hereby 1) approves the Final Subdivision Map and Subdivision Improvement Agreement between City and Lennar Homes of California, LLC for Tract 4114 - Tracy Hills Village 11B, and 2) authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2023-_____ was passed and adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council
of the City of Tracy, California

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council approve the Interstate 580/Patterson Pass Road/International Parkway Interchange Improvement project as the City of Tracy regional transportation project for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C.

EXECUTIVE SUMMARY

City Council's approval of the listed project will allow the transportation improvement project to be eligible for inclusion in the 2023 San Joaquin Council of Governments' (SJCOG) One Voice trip to Washington D.C. legislative agenda and congressional funding appropriation requests.

BACKGROUND AND LEGISLATIVE HISTORY

Every year the City of Tracy submits a list of projects to SJCOG for consideration in their legislative agenda and congressional appropriation requests during the One Voice trip to Washington D.C. The One Voice trip includes representatives of San Joaquin County, SJCOG, and city elected officials. This year each city was asked to submit a project of regional significance.

ANALYSIS

Nominated regional projects must meet the following criteria:

- Projects should be regional in nature, meaning their impact extends beyond the immediate location of the project to other jurisdictions within the region.
- Project readiness should be key to selection, meaning any request should be able to utilize funding, or whatever authority is granted, within two years.
- Projects should be at or near completion of environmental clearance.
- A project must be eligible to receive federal funding at the time of request.
- Demonstrate community support.

Staff has reviewed the existing needs of various transportation projects and is recommending the Interstate 580/Patterson Pass Road/International Parkway Interchange Improvement project (Project) for the 2023 One Voice trip. This Project has been found to meet all the criteria set by SJCOG.

Project Description

The I-580 Interchange Improvements would add new travel lanes southbound along International Parkway (north side of the freeway) and northbound along Patterson Pass Road (south side of the freeway) approaching the ramp termini. The project would widen the westbound and eastbound diagonal on- and off-ramps. It would also retime the signals at the ramp termini to maximize throughput during peak hours and accommodate bicyclists and pedestrians. The mouths of ramp entrances would be widened to accommodate turning

movements from either direction. Additional improvements would include the interconnection between ramp meters and local roads located within 1,000 feet of the ramp termini signals.

The project also accommodates non-motorized travel. The design has Class II bike lanes and sidewalks on the interchange approaches.

The Project will support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, support fiscally responsible land use and transportation efficient design, support domestic manufacturing, increase active transportation opportunities in the region, and enhance mobility and jobs access for a Historically Disadvantaged Community and neighboring Areas of Persistent Poverty.

The Project reconstructs the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI). The Project is part of a rural, integrated, sustainable program to expand a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local network. The Project will improve climate change adaptability consistent with Executive Order (EO) 14008 and provide transportation equity to remove barriers consistent with EO 13985. The Project will increase access to growing fulfillment and distribution centers, improve freight operations along a federal Primary Freight Network (PFN) Route, enhance safety, and benefit the regional and national economy.

Project Environmental Benefits

The environmental and traffic analysis shows improvements to air quality, which is an important objective within San Joaquin County. The project is intended to improve operations and traffic flow, which will reduce greenhouse gas emissions of which the benefit is approximately \$4.9 million each year. San Joaquin County received an F grade in the American Lung Association's new 2022 State of the Air Report. The report also indicates that 13,971 kids and 52,942 adults in San Joaquin County are at risk of developing asthma. As such, implementing the proposed project will improve air quality and significantly affect public health in the long run.

The Project application was submitted to SJCOG in December 2022 for inclusion in the legislative agenda for the One Voice trip to Washington D.C. and congressional funding consideration. Staff seeks Council's approval to continue this process with SJCOG.

FISCAL IMPACT

The 580/Patterson Pass Road/International Parkway Interchange Improvement project is a proposed project. There is no fiscal impact associated with approving the proposed project for the One Voice trip. The City is requesting approximately \$24 million in congressional appropriations. In addition to this funding, the proposed project will be supported through other funding sources, including Measure K, a State grant, and development impact fees. If the City can secure additional funding through One Voice and a grant, less local funding would be required.

COORDINATION

City staff worked with consultants at Mark Thomas to prepare the SJCOG One Voice application.

CEQA DETERMINATION

The submittal of this project for SJCOG's One Voice Trip does not require CEQA analysis.

STRATEGIC PLAN

This agenda item supports City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve the Interstate 580/Patterson Pass Road/International Parkway Interchange Improvement project as the City of Tracy regional transportation project for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C.

Prepared by: Veronica Child, Management Analyst

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – SJCOG One Voice Application 2023

2023 SJCOG One Voice® Application Form

1. Project Title: Interstate 580/Patterson Pass Road/International Parkway Interchange Improvements

2. Applicant Agency: City of Tracy

3. Agency Address: 333 Civic Center Plaza, Tracy, CA 95376

4. Lobbyist/Governmental Affairs Representative: Michael Rogers, City Manager

Email: mrogers@cityoftracy.org

Phone Number: (209) 831-6115

5. Project Point of Contact/Title: Koosun Kim, Interim City Engineer

Email: koosun.kim@cityoftracy.org

Phone Number: (209) 831-6452

6. Project Location:

6.a Provide a description of the project (project limits, overall scope of work), and federal nexus and provide a high-resolution map, site plan, or diagram. Include description how the project is significantly developed to warrant federal funding.

The I-580 Interchange Improvements (Project) would add new travel lanes southbound along International Parkway (north side of freeway) and northbound along Patterson Pass Road (south side of freeway) approaching the ramp termini. The project would widen the westbound and eastbound diagonal on- and off-ramps. It would also retime the signals at the ramp termini to maximize throughput during peak hours and accommodate bicyclists and pedestrians. The mouths of ramp entrances would be widened to accommodate turning movements from either direction. Additional improvements would include the interconnection between ramp meters and local roads located within 1,000 feet of the ramp termini signals.

The project also accommodates non-motorized travel. The design has Class II bike lanes and sidewalks on the interchange approaches.

The Project will support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, support fiscally responsible land use and transportation efficient design, support domestic manufacturing, increase active transportation opportunities in the region, and enhance mobility and jobs access for a Historically Disadvantaged Community and neighboring Areas of Persistent Poverty.

The Project reconstructs the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI). The Project is part of a rural, integrated, sustainable program to expand a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local network. The Project will improve climate change adaptability consistent with Executive Order (EO) 14008 and provide transportation equity to remove barriers consistent with EO 13985. The Project will increase access to growing fulfillment and distribution centers, improve freight operations along a federal Primary Freight Network (PFN) Route, enhance safety, and benefit the regional and national economy.

2023 SJCOG One Voice® Application Form

Project Limits

The California Department of Transportation (Caltrans), in cooperation San Joaquin Council of Governments (SJCOG) with the City of Tracy (City), proposes to improve the existing compact diamond (Type L-1) interchange at the I-580/Patterson Pass Road/International Parkway Interchange between post miles 12.6 and 14.3. Increased traffic demand due to existing commercial growth and planned future development in San Joaquin County is creating the need to improve the interchange. The project proposes to modify the existing interchange into a Diverging Diamond Interchange (DDI).

The overall scope of work

Increased traffic demand due to existing commercial growth and planned future development in San Joaquin County creates the need to improve the interchange. The project will convert the existing interchange into a DDI. The recommended preferred alternative estimated total escalated capital cost (including support, construction and right-of-way) is **\$54,258,000**.

This Project will support efforts to mitigate climate change impacts, reduce vehicle and diesel emissions, support fiscally responsible land use and transportation efficient design, support domestic manufacturing, increase active transportation opportunities in the region, and enhance mobility and jobs access for a Historically Disadvantaged Community and neighboring Areas of Persistent Poverty.

Federal nexus

I-580 is a major west-east freeway that connects the San Francisco Bay Area to the Central Valley. I-580 between I-680 in Dublin and the junction at I-5 is designated as a route on the Rural and Single Interstate Routing System. In the project vicinity I-580 essentially travels in a north-south direction. It originates in Marin County and runs through Alameda County to San Joaquin County, eventually terminating at its intersection with I-5 southeast of Tracy.

2023 SJCOG One Voice® Application Form

High Resolution map

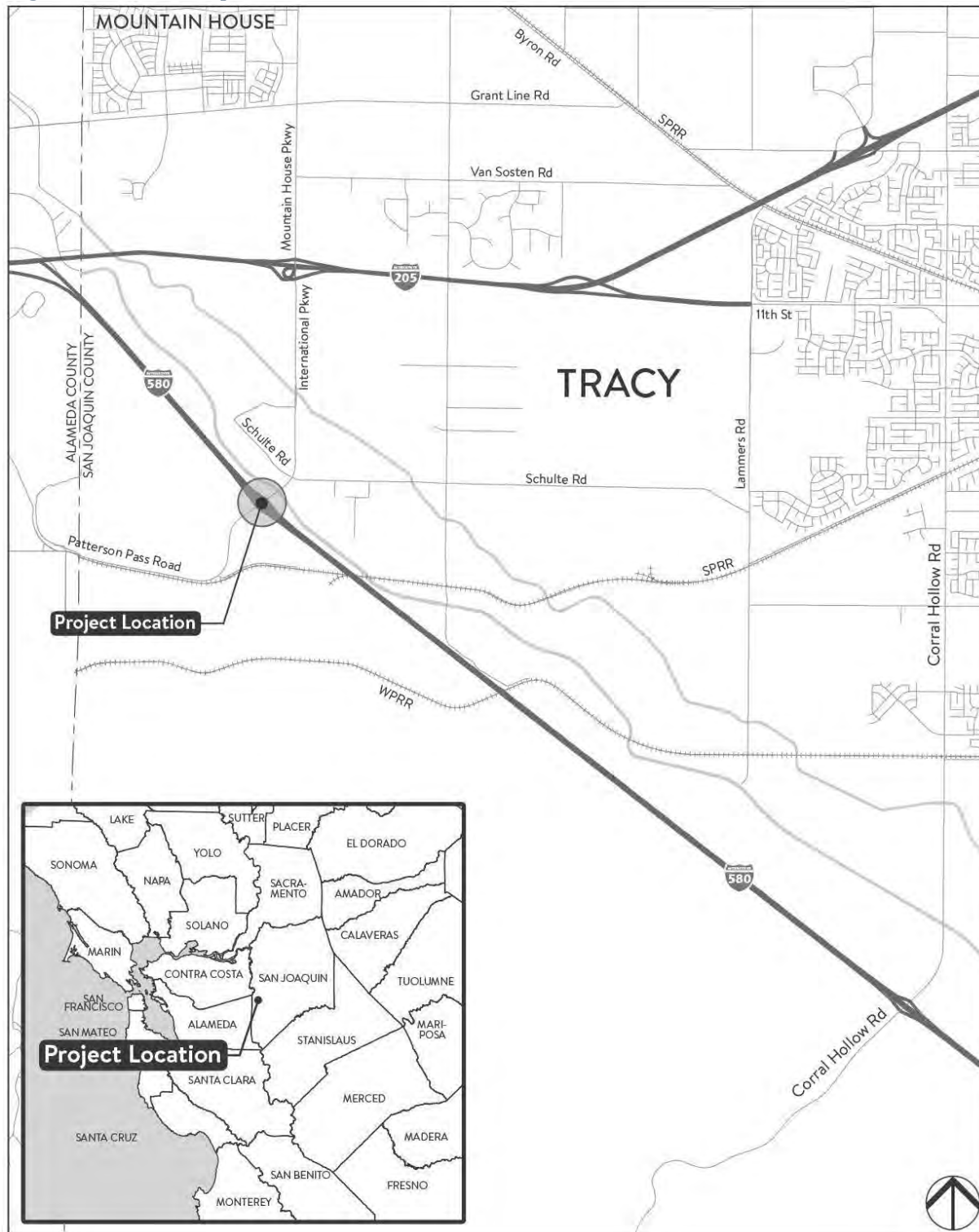


Figure: Project location in the context of the Northern California Megaregion.

2023 SJCOG One Voice® Application Form

Description of how the project is significantly developed to warrant federal funding

The Project reconstructs the existing interchange from the existing interchange into a Diverging Diamond Interchange. The Project is part of a rural, integrated, sustainable program to expand a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local network. The Project will improve climate change adaptability consistent with Executive Order (EO) 14008 and provide transportation equity to remove barriers consistent with EO 13985. The Project will increase access to growing fulfillment and distribution centers, improve freight operations along a federal Primary Freight Network (PFN) Route, enhance safety, and benefit the regional and national economy.

6.b Provide a description of how the project provides or improves regional connectivity across a variety of existing or planned development, resources, facilities, job centers, etc. within the region.

This project will assist in alleviating congestion and goods movement burdens between the Cordes Ranch Specific Plan in the City of Tracy and the Port of Oakland, the San Francisco Bay Area, and the greater Northern California Megaregion. The Project links these economic engines with the Central Valley, the production center of nearly 40% of the nation's agriculture and its partially untapped reservoir of skilled labor.

With an expanding core of distribution and fulfillment centers and warehouses nearby, the Project contributes to e-commerce industries that have grown exponentially. With technology-based logistics and the creation of local job centers as the drivers, the Project supports e-commerce goods movement, reduces travel times, lowers greenhouse gas (GHG) emissions, improves climate resiliency, and provides access to high paying jobs.

6.c Provide a description of how the project supports and/or logically extends existing local and countywide or regional plans, strategies, or programs.

The Bay Area's housing affordability crisis, location of employment centers, and growth of goods movement activity and freight hubs has resulted in significant traffic volumes and congestion on the highways in the Northern California Megaregion. Prior to March 2020, more than 64,932 commuters travel from the Northern San Joaquin region to the San Francisco Bay Area. Median home values of the San Francisco Bay are nearly three times higher than comparable homes in the Central Valley. Compounding the residential price differential issue, the Bay Area retains 68% of the Northern California Megaregion jobs.

Trucks move 74.1% of freight in the Northern California Megaregion. This includes between 15,000 and 37,000 trucks per day from the Northern San Joaquin region to the Bay Area. An influx of commuters and freight traffic has created a significant transportation challenge. The existing interchange at I-580 and Mountain House Parkway would not be able to support future traffic demands projected to occur as the result. The Proposed Diverging Diamond Interchange (DDI) will provide travel time savings for freight and commuters by alleviating congestion and increasing access points to the highway network. The new interchange is anticipated to increase traffic flow by over 60% at peak traffic times.

2023 SJCOG One Voice® Application Form

6.d. Describe safety, economic, mobility, equity and environmental and other benefits which are expected upon project completion

Completion of the CVG project will improve traffic operations, reduce travel times, enhance safety, and reduce emissions. The Benefit Cost Analysis (BCA) prepared for the project attempts to quantify as many of the economic benefits and costs associated with the project as possible.

Table 9 - BCA Summary of Annual Benefits

Economic Benefit	Population Effected	Summary of Results (7% Discount)
Travel Time Savings	Existing truck and vehicle traffic	\$23,028,307
Prevented Collisions Cost	Existing truck and vehicle traffic	\$66,125
Emissions Reduction	Central Valley residents	\$4,929,898
Elimination of O&M Costs	City of Tracy	\$8,453
Total		\$28,032,783

Safety Benefits

Safety countermeasure elements include the construction of interchange modifications that will implement countermeasures to reduce collisions through installing auxiliary lanes (acceleration/deceleration lanes) and improving horizontal and vertical alignments. A safety analysis was prepared using collision data from UC Berkeley Transportation Injury Mapping System (TIMS) for the five-year period of January 2013 to December 2017. The analysis used the Caltrans *Local Roadway Safety Manual for California Local Road Owners* and Highway Safety Improvement Program Analyzer tool to calculate the prevented crashes based upon crash type and countermeasure. The analysis performed excluded collisions that were the result of driving under the influence. **The safety enhancements result in an annual savings benefit of approximately \$66,125.**

Table – Prevented Crashes Per 5-Year Period

Component	Fatality	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain
I-580 Interchange	0.00	0.00	1.45	2.20

Economic Benefits

Using Technical Performance Measurement Methodology Guidebook methodology, the Project will produce 611 jobs (<https://catc.ca.gov/-/media/ctc-media/documents/ctc-workshops/2022/sb-1/performance-measurement-guidebook-final-draft.pdf>).

The International Park of Commerce (IPC) is a private development with direct access to the I-205 freight network and has driven the need for the Project improvements. The IIPC will provide for significant employment opportunities for the residents in San Joaquin County. Employment opportunities in the IPC are in the transportation and warehousing industry. This is a growing industry with higher wages for unskilled labor than comparable industries. San Joaquin County has demographics that support this industry. The University of the Pacific study *Warehousing, E-Commerce, and Evolving Trade Patterns in San Joaquin County*

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(<https://www.sjco.org/DocumentCenter/View/4755/2019-The-Rise-of-Warehousing-and-E-Commerce-PDF-Document>) analyzed the job postings and population age and education. The study found that the available jobs in the transportation and warehousing industry are looking for high school education and vocational training. This is a good match for San Joaquin County's young workforce with below average educational attainment. These jobs include truck drivers, packagers, freight movers, and supervisors. These positions have seen real wage growth of 25% from 2013 to 2018. These occupations have similar, if not higher, pay than jobs in the retail sector with similar work experience and education requirements.

The Project contributes to USDOT's ROUTES initiative through supporting economic development and highway safety in a rural area of San Joaquin County and neighboring counties. I-580 is a significant freight corridor connecting agricultural land uses and distribution centers in San Joaquin County to the Bay Area and the Port of Oakland. Agricultural products produced in San Joaquin, Stanislaus, and Merced counties contribute more than \$8 billion to the economy, as stated in the 2018 *North San Joaquin Valley Index*. Many of these products are transported along I-580. The Project supports the movement of agricultural goods, which supports the rural economy. The interchange project enhances safety as well as improves goods movement access.

Mobility Benefits

Freight movement is a major economic component for the Northern California Megaregion. More than \$1 trillion of goods move through the region annually, 74% of which is by trucks using the highway freight corridors. I-580 carries 18% trucks as stated in the Caltrans 2014 *Transportation Route Concept Reports*.

The growth in warehouses and distribution centers has driven an increase in truck traffic surrounding the CVG. Truck counts from the warehouses in the IPC were taken in June and December 2017 and April 2018. A total of 94 trucks were observed in the AM and 76 in the PM.

In addition to the increase in truck traffic, there will also be an increase in commuter traffic. I-580 carries significant traffic volumes to and from the San Francisco Bay Area employment centers. This traffic is exacerbated by commuters seeking the increased availability and affordability of housing in Tracy and other communities in San Joaquin County. Commuters are often delayed by significant congestion both on and entering the highway. The current interchange configuration at I-580 contributes to the problem as they do not provide sufficient capacity to operate efficiently. This results in delays on both the interstate mainlines and the local roads.

The Project provides significant improvement for goods and people movement to and from the project site. The project's components reduce congestion, increase capacity, and reduce delays which improves freight throughput. As shown in the interchange TOAR, the I-580 interchange is projected to carry 14% truck traffic at the westbound ramps and 9% trucks at the eastbound ramps. Compared with the no build (no project) alternative, delays are reduced by up to 86% in the AM peak hour and 81% in the PM peak hour.

The velocity of freight moving through the system is negatively impacted by current and projected congestion. Travel speeds in the I-580 interchange study area are projected to average 6 mph in the AM and PM with VHD of 1,152.7 in the AM and 1,146.8 in the PM. The Project improvements will increase speeds at the I-580 interchange to 15 mph in the AM and 19 mph in the PM. VHD will reduce at the I-580 interchange by 47% in the AM and 62% in the PM.

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The Project will also provide travel time savings for freight and commuters by alleviating congestion and increasing access points to the highway network. Based upon the interchange's TOAR, the anticipated 2042 vehicle hours traveled (VHT) for the I-580 interchange is reduced by 62% in the AM and 61% in the PM. **Based on the project BCA, this travel time savings results in an annual benefit of approximately \$23,028,307.**

Table – 2042 Projected System Measures of Effectiveness Comparison

Interchange	Peak	No Project			With Project		
		MPH	VHD	VHT	MPH	VHD	VHT
I-580 at International Pkwy/Patterson Pass Rd	AM	6	1,152.7	2,460	15	607.7	946
	PM	6	1,146.8	2,350	19	430.1	913

Equity Benefits

This Project includes many benefits throughout the region in addition to mobility and reduced commute times. A partial cloverleaf interchange will greatly increase safety and reduce the number of vehicle accidents by slowing traffic speeds and reducing the number of conflict points through the interchange. We expect to see a reduction in GHG emissions that are a direct result of trucks idling and vehicle congestion during peak hours. This project will serve a historically disadvantaged community by reducing emissions in their region and will provide more efficient local access to job hubs.

Environmental Benefits

The interchanges' preliminary environmental analyses show minimal environmental impacts to special status species. The environmental and traffic analysis does show improvements to air quality, which is an important objective within San Joaquin County. The project is intended to improve operations and traffic flow, which will reduce greenhouse gas emissions and improve air quality. While the project is located within a non-attainment zone for carbon monoxide, PM2.5, and ozone, these project components are projected to improve air quality in comparison with the no-build situation. CO2, VOCs, and NOx will be reduced by 481, 43, and 547 tons respectively. As shown in the project BCA, this results in approximately \$4,929,898 in benefits annually. San Joaquin County received an F grade in the American Lung Association's new 2022 State of the Air Report. New Air Quality Report. The report also indicates that 13,971 kids and 52,942 adults in San Joaquin County are at risk of developing asthma. As such, implementing the proposed project will improve air quality and significantly affect public health in the long run.

Other Benefits

A detailed Life Cycle Cost Analysis (LCCA) was prepared for the I-580 interchange. The LCCA evaluated 20-year and 40-year design lives for the pavement alternatives for the on- and off-ramps. The analysis of four pavement types and structural sections was based upon traffic data, construction costs, maintenance costs, and work zone duration (production rates). Joint Plain Concrete Pavement (JPCP) with Lean Concrete Base (LCB) with a 40-year design life was selected for the I-580 interchange. **The Project will reduce net annual maintenance costs of the project by \$8,453.**

In addition to the on- and off-ramp design life, the International Parkway roadway surface will be designed to have a 20-year life using HMA with a wear surface of rubberized asphalt. The design of the roadway structural section will account for higher than average traffic and truck volumes.

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The project will include storm water collection and conveyance systems to drain the roadway surface and prevent saturation of the road base.

6.e. Project Talking Points – provide this Exhibit in the Appendix of this application

The Project will reconstruct the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI) which leads to a safer transportation network. Expands a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local arterial network.

Specific benefits of the Project include the following:

- Existing interchange currently operates at unacceptable level of service, and the proposed improvements would provide acceptable operations for a 20-year design life.
- Due to ongoing congestion, freeway traffic currently diverts off of I-580 and onto Patterson Pass Road/International Parkway. This congestion results unacceptable operations at City street intersections, increased accidents, decreased safety, and additional maintenance costs for the City of Tracy.
- Travel time along I-580 will be significantly improved.
- Delays due to accidents related to congestion will be significantly reduced.
- Traffic will now stay on the freeway rather being diverted onto City streets by Waze or Google because it will be faster to remain on the freeway
- The I-580 Corridor serves major industrial/warehouse/distribution centers, including the Lathrop Gateway (along SR120) and Tracy Triangle (along I-205). Current centers include Amazon, Wayfair, and Costco. The Project will improve mobility for goods movement along I-205 and I-5.
- The Project is in the Northern San Joaquin portion of the Northern California Megaregion. Interchange improvements provide continued support to the economic competitiveness of the region.
- The interchange improvements enhance the connectivity of key goods movement centers in Tracy, Manteca, Lathrop, and San Joaquin County into Northern and Southern California via I-580 and I-5.

7. Project Readiness:

Attach detailed information on any completed project milestones or phases, and the project schedule. Describe whether the project can be split into clear and distinct phases.

Milestones & Phases

The environmental clearance was completed in April of 2022. Final design will be progressed starting in January of 2023. Schedule milestone dates are as follows:

- Final Plans, Specifications, & Estimates (PS&E) Complete March 2023
- Right of Way Certification – April 2023
- Ready to List – April 2023
- Project Awarded for Construction – October 2023
- Begin Construction – December 2023

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Schedule

Construction will be completed by April 2025.

Split into clear and distinct phases

The I-580 is a subset component of the Central Valley Gateway (CVG) Project and cannot be broken into smaller distinct components.

Engineering Design

The Cordes Ranch Specific Plan identified the need to improve the I-580 to provide improved truck access and capacity for the planned warehouses. The City, in cooperation with Prologis, began development of the Project Study Report-Project Development Support (PSR-PDS) documents were completed for the I-580 at International Parkway/Patterson Pass Road Interchange. During this phase, the feasibility of the interchange improvements was analyzed and served as the basis of design. This included project elements, interchange configurations, right of way requirements, traffic operations, and environmental impacts. A detailed description of the project improvements can be found in section 4.1 Project Components.

Upon approval of the PSR-PDS's, the interchange began detailed engineering and environmental analysis. This included the preparation of final environmental technical studies, draft CEQA and NEPA documents, final TOAR, draft geotechnical and soils studies, final Pavement LCCA, draft Drainage and Storm Water Data Reports, final Initial Site Assessment (hazardous materials), draft Right of Way Data Sheet, and Final Geometric Approval Drawings (GAD) and Structures Advanced Planning Studies (APS). The Project Report was approved by Caltrans in March 2021 and provides final approval for the interchange improvements. The Modified Access Report was approved by FHWA in October 2022. Final design will be completed by March 2023.

Right of Way Acquisitions

The I-580 at Patterson Pass Road/International Parkway interchange improvements require additional right of way. To construct the project improvements, approximately 15.2 acres of right of way will need to be acquired (in fee) from eight property owners. In the northwest and northeast quadrants of the interchange, the proposed improvements will be constructed within approximately 8.15 acres of State-owned parcels. Upon construction completion, the roadway right of way will be deeded to Caltrans for future operations and maintenance.

Consultation and approvals from environmental resource and permitting agencies have already begun for the projects. Coordination has been performed with US Army Corps of Engineers, National Resource Conservation Service, California State Historic Preservation Officer, California Department of Fish and Wildlife, and US Forestry and Wildlife Services (USFWS) during the preparation of the environmental technical studies. The proposed project will have no significantly adverse impacts following the implementation of mitigation measures for paleontological resources, wetlands, and special status species.

Section 106 Concurrence from the California State Historic Preservation Office (SHPO) was received in November of 2019. A Section 402/Stormwater Discharge Permit will be required from the Central Valley Regional Water Quality Control Board (RWQCB) prior to project construction.

Additionally, the project has already been approved at the state and local transportation planning level. The Overcrossing Upgrade of Interstate 580 and International Parkway are included in the

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SJCOG Regional Transportation Plan 2018, Caltrans California Transportation Plan 2050, and Caltrans 2020 CFMP.

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Project Milestone			Proposed (Month/Year)
Begin Environmental (PA&ED) Phase			July / 2017
Circulate Draft Environmental Document	Document Type	CEQA Initial Study/Mitigated Negative Declaration (IS/MNS) and NEPA Categorical Exclusion (CE)	
End Environmental Phase (PA&ED Milestone)			Mar / 2021
Begin Design (PS&E) Phase			Mar / 2021
End Design Phase (Ready to List for Advertisement Milestone)			Mar / 2023
Begin Right of Way Phase			Mar / 2021
End Right of Way Phase (Right of Way Certification Milestone)			Mar / 2023
Begin Construction Phase (Contract Award Milestone)			Oct / 2023
End Construction Phase (Construction Contract Acceptance Milestone)			Apr / 2025

7.b If your project is being delivered in phases, indicate the phases that are NOT a part of the project application to provide show the project is part of a larger/ “ultimate” project. Please answer the following questions:

- Describe how the specific stage, segment, phase, or activity (you requesting funds) fits into a larger project.

This Project is one component of the Central Valley Gateway Project. The Central Valley Gateway Project comprises both the I-580 at International Parkway and I-205 at Mountain House Parkway interchange improvements. The improvements at the I-205 at International Parkway are not a part of this grant application.

- Describe the larger project and additional benefits (not described earlier) of the larger project.

The I-205 at Mountain House Parkway component provides additional connections to local goods movement and innovative projects. International Parkway serves as the arterial backbone for the IPC. The roadway is a median-separated four-lane roadway with Class II bike lanes and a posted speed limit of 45 mph. The warehouse and distribution facilities in the IPC use International Parkway to connect to both interstates. Additionally, International Parkway and the I-580 and I-205 interchange serve as the missing westbound I-205 to southbound I-580 and northbound I-580 to eastbound I-205 movements of the I-580/I-205 system interchange.

The CVG interchanges connect Caltrans ITS and fiber optic facilities and the IPC's and the City's systems. The State has recently constructed fiber optic lines and ITS components along I-205 and I-580 as part of the I-205 SMART Corridor in 2017. The City and Prologis have invested in fiber optic facilities and ITS components in the IPC. Components include traffic signals and controllers and a traffic monitoring station at the International Parkway and Schulte Road intersection.

This connection of fiber optic networks will (a) provide residents and commuters alike with real time traffic information before, during and after commute hours (b) allow both the City and the

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State to improve their incident management by providing alternate routes and a 'big picture' perspective on traffic congestion (c) facilitate improved data mining for operational and safety enhancements for demonstrable trends, and finally (d) provide quicker response times for police, flood and fire management.

8. Funding Plan for the project being nominated.

8a. Project Funding Plan

Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	
E&P (PA&ED):	1,340							1,340	
PS&E:	1,000		2,430	770				4,200	
R/W SUP (CT)				243				243	
CON SUP (CT)				6,078				6,078	
R/W				750				750	
CON:				41,647				41,647	
TOTAL	2,340		2,430	49,488				54,258	

Fund No. 1:		City TIMF								
Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total		Funding Agency
E&P (PA&ED)	1,340							1,340		
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL	1,340							1,340		

Fund No. 2:		City RTIF								
Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total		Funding Agency
E&P (PA&ED)										
PS&E	1,000		2,430					3,430		
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL	1,000		2,430					3,430		

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Fund No. 3:	SJCOG Measure K									
Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total		Funding Agency
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W				750				750		
CON										
TOTAL				750				750		

Fund No. 4:	SB 1 TCEP State Share									
Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total		Funding Agency
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON				6,353				6,353		
TOTAL				6,353				6,353		

Fund No. 5:	SB 1 TCEP Region Share									
Funding (\$1,000s)										
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total		Funding Agency
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON				18,531				18,531		
TOTAL				18,351				18,531		

Fund No. 6:	One Voice Project Funding “Ask”								Program Code
Funding (\$1,000s)									
Component	Prior	20-21	21-22	22-23	23-24	24-25	25-26+	Total	Funding Agency
E&P (PA&ED)									
PS&E				770				770	
R/W SUP (CT)				243				243	
CON SUP (CT)				6,078				6,078	
R/W									
CON				16,763				16,763	
TOTAL				23,854				23,854	

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8b. Explain whether the sponsor is utilizing any formula funding for the project elements and detail how formula funds are being applied. If not utilizing formula funds, explain why formula funds are not being applied to the project.

8c. Provide a Funding Summary:

Line 1: One Voice Request:	\$ 23,854,000
Line 2: Funds already secured:	\$ 30,404,000 (TIMF, RTIF, TCEP, Measure K)
Line 3: Remaining shortfall:	\$ 0
Total Project (add lines 1, 2, and 3 above):	\$ 54,258,000

9. Letters of Community Support (or other information that show the project's history in community engagement/support).

Letters of Community Support will be collected by the City of Tracy in January 2023.

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10. Prospective federal funding opportunities that this project will apply to (check all that apply):

☒ **Advanced Transportation Technology and Innovation (ATTAIN) program**

- ☐ Bridge Investment Program
- ☐ Bus and Bus Facilities Competitive Grants
- ☐ Capital Investment Grants
- ☐ Charging and Fueling Infrastructure Grants (Community Charging)
- ☐ Charging and Fueling Infrastructure Grants (Corridor Charging)
- ☐ Congestion Relief Program
- ☐ Consolidated Rail Infrastructure and Safety Improvement Grants

☒ **Rebuilding American Infrastructure with Sustainability and Equity (RAISE)**

- ☐ Low or No Emission (Bus) Grants
- ☐ National Culvert Removal, Replacement, & Restoration Grant

☒ **National Infrastructure Project Assistance (Megaprojects)**

☒ **Nationally Significant Freight and Highway Projects (INFRA)**

- ☐ Pilot Program for Enhanced Mobility
- ☐ Pilot Program for Transit Oriented Development
- ☐ Port Infrastructure Development Program Grants
- ☐ Promoting Resilient Operations for Transformative, Efficient, and Cost Saving

Transportation (PROTECT) - Discretionary

- ☐ Railroad Crossing Elimination Grants
- ☐ Reconnecting Communities Pilot Program
- ☐ Reduction of Truck Emissions at Port Facilities

☒ **Safe Streets and Roads for All**

☒ **Strengthening Mobility and Revolutionizing Transportation (SMART) Grants**

- ☐ Thriving Communities Program
- ☐ Wildlife Crossings Pilot Program
- ☐ Other: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING THE INTERSTATE 508/PATTERSON PASS ROAD/INTERNATIONAL PARKWAY INTERCHANGE IMPROVEMENT PROJECT AS THE CITY OF TRACY 2023 REGIONAL TRANSPORTATION PROJECT SUBMITTAL FOR CONGRESSIONAL APPROPRIATION REQUESTS DURING SAN JOAQUIN COUNCIL OF GOVERNMENTS' ONE VOICE TRIP TO WASHINGTON D.C.

WHEREAS, the City of Tracy submits a list of projects each year to San Joaquin Council of Governments (SJCOG) for consideration in their legislative agenda and congressional appropriation requests during the One Voice trip to Washington D.C.; and

WHEREAS, this year the City was asked to submit a project of regional significance; and

WHEREAS, staff has reviewed the existing needs of various transportation projects and reviewed the project criteria provided by SJCOG; and

WHEREAS, staff has determined that Interstate 580/Patterson Pass Road/International Parkway Interchange Improvements is best suited for submission to SJCOG; and

WHEREAS, staff had to submit their application to SJCOG in December of 2022; and

WHEREAS, staff would like Council approval to continue the process with SJCOG in hopes that the City's project will be included in their One Voice Trip; now, therefore, be it

RESOLVED: That the City Council approve the Interstate 508 / Patterson Pass Road / International Parkway Interchange Improvement project as the City of Tracy regional transportation project submittal for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council approve a one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME Program local funding priorities, previously extended on November 16, 2021 up to the fiscal year 2022-2023, for use in scoring of the fiscal year 2023-2024 CDBG and Home Program applications.

EXECUTIVE SUMMARY

In November 2016, the Tracy City Council approved CDBG and HOME Program local funding priorities to identify and award funding to organizations that best serve Tracy's at-risk and disadvantaged community. The priorities were approved for a term of five years, from 2016-2021. A one year extension was granted during the November 12, 2021 Council meeting for the fiscal year 2022-2023. These local priorities are not valid for the upcoming fiscal year 2023-2024 CDBG/HOME Program funding cycle that is currently underway.

Staff is requesting Council approval to allow for an additional one-year extension of the existing CDBG/HOME Program funding priorities for fiscal year 2023-2024. An extension will provide staff the opportunity to effectively engage the community on their input, which will aid in future Council discussions on CDBG/HOME Program funding priorities.

BACKGROUND AND LEGISLATIVE HISTORY

On November 3, 2010, City Council directed staff to revise the CDBG and HOME application process so that organizations that best address the local needs of the Tracy community receive priority funding. Following several meetings and discussions and based on an independent survey from various agencies, staff recommended, and City Council approved by Resolution 2010-179, **Exhibit A**, the following four areas as having the greatest community need at that time: (1) job creation, (2) emergency food and shelter, (3) domestic violence services, and (4) senior/adult services. To encourage meaningful citizen involvement, public examination, and appraisal of the process, as well as enhance program accountability, a subcommittee of the Parks and Community Services Commission was established to evaluate CDBG and HOME applications and make funding allocation recommendations.

As local priorities can shift over time based on economic and physical growth, limited resources, and other factors, staff members of the Code Enforcement Division, Public Works Department, City Manager's Office, and Development Services Department met to discuss the needs of Tracy's low- and moderate-income residents and unmet service delivery in underserved areas. On October 6, 2016, the Parks and Community Services Commission recommended to City Council, who then approved on November 15, 2016, by Resolution 2016-243, **Exhibit B**, the following CDBG and HOME local funding priorities through fiscal year 2021-2022:

CDBG Public Services Category:

- 1 Food Distribution Services
- 2 Homelessness Prevention, Intervention, and Transitional Housing Services
- 3 Senior and Special Needs Services
- 4 Domestic Violence Services
- 5 Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:

- 1 Public Parks and Facilities
- 2 Removal of Architectural Barriers (ADA)

HOME Program:

- 1 Address issues of public safety, health and welfare;
- 2 Rehabilitate residential properties occupied by low-income persons; and,
- 3 Partner to construct income restricted family and senior housing facilities.

At the November 4, 2021, regular meeting of the Parks and Community Services Commission, the commission made the recommendation to City Council to extend the previously approved local funding priorities up to fiscal year 2022-2023, approved by Resolution 2021-167 by City Council on November 16, 2021, **Exhibit C**.

Due to staffing transitions, the public outreach and community input that is extremely valuable in determining new local funding priorities was not completed. Staff is requesting City Council extend the local priorities for one additional year for use in the fiscal year 2023-2024 CDBG and HOME program funding cycle, which is currently underway. An extension will provide staff the opportunity to engage the community in 2023 and will present its findings back to the City Council for further discussion.

CEQA DETERMINATION

A California Environmental Quality Act (CEQA) determination is not required of this item.

STRATEGIC PLAN

This item does not relate to the City Council's Strategic Priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve a one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME program local funding priorities, previously extended on November 16, 2021 up to the fiscal year 2022-2023, for use in scoring of the fiscal year 2023-2024 CDBG and Home program applications.

Prepared by: Joseph Viorge-Koide, Economic Development Administrative Technician

Reviewed by: Vanessa Carrera, Assistant to the City Manager
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

Exhibit A – Council Resolution 2010-179
Exhibit B - Council Resolution 2016-243
Exhibit C - Council Resolution 2021-167
Exhibit D - Grant Application for Program Year 2023-2024

RESOLUTION 2010-179

APPROVING COMMUNITY NEEDS PRIORITIES AND EVALUATION CRITERIA FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATIONS AND
FORMATION OF A SUB-COMMITTEE OF THE PARKS AND COMMUNITY SERVICES
COMMISSION TO ASSIST WITH THE EVALUATION OF CDBG APPLICATIONS

WHEREAS, the City Council directed staff to revise the Community Development Block Grant (CDBG) application process so that those agencies that best address the local needs of Tracy receive priority funding, and

WHEREAS, during the past year, an internal staff committee was formed to evaluate and rate Tracy's local needs based on experience working in the community and with community programs, and a City commissioned, independent survey of the community's top priorities, and

WHEREAS, staff from the Police Department, Code Enforcement division, City Manager's Office, Economic Development and Parks and Community Services Department met to define Tracy's most urgent need for services, and

WHEREAS, the staff committee identified four areas that have the greatest need for services within the community at this time and those areas are (in order of priority): (1) job creation, (2) emergency food and shelter, (3) domestic violence services, and (4) senior/adult services, and

WHEREAS, all eligible agencies may apply for CDBG funding but those agencies with programs that most fully satisfy the four priority needs will score higher during the evaluation process, and

WHEREAS, to encourage meaningful citizen involvement, public examination and appraisal of the CDBG evaluation process, and enhance program accountability, the Parks and Community Services Commission has agreed to form a three member sub-committee (the "CDBG Sub-Committee") to assist in the development of evaluation criteria, determine priority areas of need and evaluate CDBG applications and make funding recommendations, and

WHEREAS, the CDBG Sub-Committee will meet each year in spring and will annually reassess the areas of local need in order to remain flexible and responsive to current needs that may change from year to year, and

WHEREAS, the CDBG Sub-Committee and staff have a ranking process of prioritization for the allocation of CDBG funds based on HUD national objectives and application requirements as well as narrative that will require applicants to explain and demonstrate how the funding requested meets one or more of the four areas of need in Tracy.

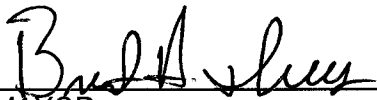
NOW THEREFORE, BE IT RESOLVED that:

1. The City Council approves the four areas of local service needs, in weighted order, as (1) job creation, (2) emergency food and shelter, (3) domestic violence services, and (4) senior/adult services; and

2. The City Council accepts the recommendation of the Parks and Community Services Commission to form a three member sub-committee to work with staff in the development of evaluation criteria, evaluation of CDBG applications, and provision of funding recommendations.

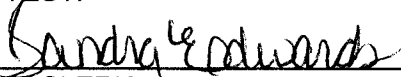
The foregoing Resolution 2010-179 was adopted by the Tracy City Council on the 3rd day of November 2010, by the following vote:

AYES:	COUNCIL MEMBERS: ABERCROMBIE, MACIEL, TOLBERT, TUCKER, IVES
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTAIN:	COUNCIL MEMBERS: NONE



MAYOR

ATTEST:



CITY CLERK

RESOLUTION 2016-243

APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT
PARTNERSHIPS PROGRAM LOCAL FUNDING PRIORITIES THROUGH FISCAL YEAR 2021-
2022

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons, and

WHEREAS, The Parks and Community Services Commission met on October 6, 2016 to recommend local funding priorities to City Council for both the CDBG and HOME programs, and

WHEREAS, The Parks and Community Services Commission unanimously recommended local funding priorities for adoption by City Council, in priority rank order, as follows:

CDBG Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME:

- (1) Address issues of public safety, health and welfare;
- (2) Rehabilitate residential properties occupied by low income persons; and,
- (3) Partner to construct income restricted family and senior housing facilities.

WHEREAS, All eligible community non-profit, institutional and government organizations may apply for CDBG and HOME grant funding but those applicants that most fully satisfy the local priority funding areas will receive priority preference in the annual funding allocation process, and

WHEREAS, The City Council directs the Parks and Community Services Commission CDBG/HOME Grant Subcommittee and City staff to establish a ranking process and funding formula criteria to address the local needs approved by City Council, and

WHEREAS, The Local Funding Priorities will be established commencing in Fiscal Year 2017-2018 grant funding cycle through Fiscal Year 2021-2022;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby approve of local priority funding needs for CDBG and HOME funds, in priority rank order, through Fiscal Year 2021-2022:

CDBG Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME:

- (1) Address issues of public safety, health and welfare;
- (2) Rehabilitate residential properties occupied by low income persons; and,
- (3) Partner to construct income restricted family and senior housing facilities.

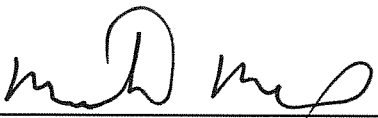
The foregoing Resolution 2016-243 was adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

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

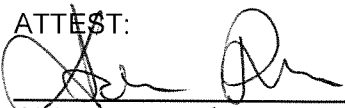
NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE



MAYOR

ATTEST:


CITY CLERK (DEPUTY)

ATTACHMENT A

CDBG Allocation by Council, FY 16-17 per Resolution 2016-047:

Public Services

Boys and Girls Club of Tracy	\$ 3,864
Coalition to of Tracy Citizens to Assist the Homeless	\$ 4,829
Emergency Food Bank and Family Services of Stockton/SJ	\$ 1,932
McHenry House Tracy Family Shelter	\$ 4,829
Second Harvest Food Bank	\$ 4,829
SJC Department of Aging	\$ 8,693
Tracy Interfaith Ministries	\$ 11,413
Tracy Volunteer Caregivers	\$ 2,898
VBR Foster Family Agency & Children Services	\$ 3,864
Women's Center Youth & Family Services	\$ 5,795
San Joaquin Fair Housing Authority	<u>\$ 9,879</u>
Total	\$ 62,825

Public Facilities, Housing & Economic Development

Boys and Girls Club of Tracy (Lowell Ave. Security)	\$ 9,659
Boys and Girls Club of Tracy (South West Park Site)	\$121,530
City of Tracy (ADA Accessibility Project)	\$ 96,589
City of Tracy (Downtown Façade Improvement Program)	\$ 34,603
Disability Resource Agency for Independent Living (DRAIL)	\$ 4,829
McHenry House Tracy Family Shelter	\$ 17,289
Small Business Development Center	\$ 9,659
Tracy Interfaith Ministries	<u>\$ 11,591</u>
Total	\$305,749

HOME Allocation by Council, FY 16-17 per Resolution 2016-047

HOME Rehabilitation Program	\$107,000

RESOLUTION 2021-167

ACCEPTING THE RECOMMENDATION OF THE PARKS AND COMMUNITY SERVICES AND
APPROVING A ONE-YEAR EXTENSION OF THE 2016-2021 CDBG AND HOME PROGRAM
LOCAL PRIORITIES

WHEREAS, on November 15, 2016, the Tracy City Council approved Resolution 2016-243, which approved local funding priorities for the CDBG and HOME Program in an effort to identify and award funding to those agencies that best meet the local needs of the Tracy community, and

WHEREAS, Local priorities can shift over time based on economic and physical growth, limited resources, and other factors, and

WHEREAS, In order to establish meaningful local priorities, public participation is necessary in establishing new priorities, and

WHEREAS, Due to an increasing need to support COVID-19 response efforts, time needed to transition the CDBG and HOME Program to an electronic process, and a decrease in staffing, the public outreach and community participation that is critical to developing meaningful priorities has not been completed, and

WHEREAS, On November 4, 2021, the Parks and Community Services Commission recommended to the Tracy City Council to extend the previously approved local priorities for one-year to provide staff adequate time to incorporate public participation in the evaluative process;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby recommend a one-year extension of the 2016-2021 CDBG and HOME Program Local Funding Priorities

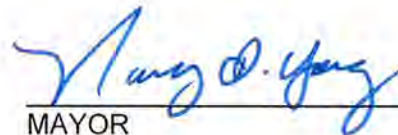
The foregoing Resolution 2021-167 was adopted by the Tracy City Council on the 16th day of November 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK



CITY OF TRACY GRANT APPLICATION FOR PROGRAM YEAR 2023-2024

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME INVESTMENT PARTNERSHIPS (HOME)

APPLICATIONS ARE DUE BY

5:00 PM, Monday, January 30, 2023

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY.

Proposals received after the deadline will not be accepted. Incomplete applications or applications submitted without the required attachments will not be processed for consideration of funding.

All questions should be directed to:

**CITY OF TRACY
CDBG / HOME PROGRAM GRANT ADMINISTRATOR
(209) 831-6489
econdev@cityoftracy.org**

**A LINK TO THE GRANT APPLICATION PORTAL CAN BE FOUND ON THE CITY'S
WEBSITE: www.cityoftracy.org**

CITY OF TRACY CDBG/HOME GRANT APPLICATION FOR PROGRAM YEAR 2023-2024

A wide range of activities are eligible for funding. Eligible CDBG activities include:

- Acquisition of Real Property
- Acquisition, Construction, Rehabilitation, or Installation of Public Facilities, Including Infrastructure
- Public Services (limited to 15% of total CDBG grant)
- Removal of Architectural Barriers
- Housing Rehabilitation
- Historic Preservation
- Commercial or Industrial Rehabilitation
- Special Economic Delivery

Eligible HOME activities include:

- Homeowner Housing Rehabilitation
- Homebuyer Activities
- Acquisition, Rehabilitation, or Construction of Rental Housing
- Tenant-based Rental Assistance
- Other Activities Conducted in Conjunction With the Above Activities,
Including Acquisition of Vacant Land, Site Improvements, and Refinancing

City of Tracy Local Funding Priorities

The Tracy City Council approved the following CDBG and HOME local funding priorities through FY 2022-2023, in priority rank order, for each program category:

CDBG Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME:

- (1) Address issues of public safety, health, and welfare;
- (2) Rehabilitate residential properties occupied by low-income persons; and,
- (3) Partner to construct income restricted family and senior housing facilities.



**CITY OF TRACY
2023-2024 FEDERAL GRANT PROGRAMS FUNDING
APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIP (HOME)**

SECTION I. GENERAL INFORMATION

1. Name of Entity or Organization: _____

Address: _____

City: _____ Zip Code: _____

2. Mailing Address (if different from above): _____

3. Executive Director/CEO: _____ E-mail: _____

4. Telephone Number: _____ Fax Number: _____

5. Contact Person: _____ E-mail: _____

6. Organization's Annual Financial Year: _____

7. Unique Entity Identifier (UEI) (Formerly DUNS#) **(Mandatory)** _____

Applying for Funding Source:

Check One: ☐ Community Development Block Grant **(CDBG)**
☐ HOME Investment Partnership **(HOME)**

Amount of Grant Funds Requested: \$ _____ Total Project Cost: _____

IMPORTANT NOTICE FOR APPLICANTS: These funds, if awarded, are **NOT** an on-going source of support. If you receive funding this year, there is no guarantee that approved projects will receive funding in subsequent years.

Title of Proposed Project: _____

Project Site Location: _____

CITY OF TRACY CDBG/HOME GRANT APPLICATION FOR PROGRAM YEAR 2023-2024

Please indicate if your organization has submitted an application(s) to any of the following jurisdictions for the same project and the amount of funding requested:

Stockton \$_____ Escalon \$_____ Lathrop \$_____ Lodi \$_____
Manteca \$_____ Ripon \$_____ Tracy \$_____

SECTION II. PROJECT INFORMATION

Check the eligible activity that will be addressed by the proposed project/program. **Choose only ONE activity per application.**

- _____ Acquisition Only
- _____ Economic Development (*job creation/retention*)
- _____ Public Facilities and/or Public Improvements (*must be permanent improvements*)
- _____ New Construction - CBDOs Only. (*Community Based Development Organizations as defined in 24 CFR 570, Subpart C, 570.204, Paragraph (c)(1)(2) and 570.207(3)(iii).*)
- _____ Housing
- _____ Public Service (*New or increased operational costs of a service or program*) as required by 24 CFR 570.201 (e) (1)
- _____ Emergency Housing/Shelter, Homelessness Prevention, Rapid Re-housing, Street Outreach
- _____ Planning & Administration

A. PROJECT NARRATIVE

1. Project Description. Provide a concise description of the proposed project (work to be performed, project to be undertaken, or services to be provided).
2. Needs Statement. Identify and document the deficiency to be addressed by the proposed project.
3. Objectives, Outcomes, and Indicators. Identify how the proposed project will resolve the deficiency(s) identified in the needs statement and clearly establish measurable benchmarks and activities for success.
4. Internal Performance Measurement. Describe the system or systems that are in place or that will be utilized to determine whether or not the proposed project is achieving the established outcomes. How will you measure your successes or failures? How will you determine the overall success of the proposed project? Describe, in **quantifiable** terms.
5. Activities & Methodology. Specify tasks/activities to be undertaken to accomplish the objectives and explain how the activities will be implemented. Narrative should address only those activities necessary to implement the proposed objectives requested in this application and should establish a clear correlation between your stated objectives and the organizations program goals.
6. Schedule. Provide a realistic time frame for each identified activity with estimated completion dates.

7. Continuation Plan. Explain how the proposed project will continue after the requested funding ends. What are the proposed long-term changes or benefits? Will the activity be monitored after completion?

B. PROJECT CHARACTERISTICS

1. Name and address of the project site or facility:
2. Legal property owner:
3. Is this a new program/service or an expansion of an existing program/service? Please explain.
4. Describe the geographic boundaries of the neighborhood, community, or region to be served by the project. This description should include service area boundaries if land acquisition or if structural improvements are proposed. (Attach a map).
5. Explain how this program differs from other programs providing similar services in Tracy. If this is a collaborative project, name the organizations involved and explain their involvement. Provide letters of intent from each participating agency specifying the agency's role and contribution to the project.
6. Does the proposed activity conform to the General Plan, zoning, and other regulations? Please describe all planning/predevelopment steps that have been completed to date. (e.g. architectural plans, engineering, land use approvals, permits, funding commitments, etc.)
7. Provide further information on building or property for which improvements are being proposed. Indicate whether it is owned or rented; if rented, provide conditions and terms of lease. Indicate whether property that would be renovated or purchased with CDBG or HOME funds is currently occupied for residential or commercial/industrial uses.
8. Are there environmental issues, such as flooding, hazardous materials, lead-based paint, or historic preservation that will need to be considered? If yes, please explain.

() Yes() No
9. Fair Labor Standards Act Compliance. Any construction project over \$2,000 will require payment of prevailing wages. Did you consider paying prevailing wages when developing your project

budget?

() Yes

() No

() Not Applicable

10. If the proposed project includes acquisition and/or rehabilitation of rental property that may require temporary, or permanent displaced tenants, this project may be subject to the Uniform Relocation Act and therefore, your budget must include the cost of relocating the displaced tenant. Did you include relocation costs when developing your project budget?

() Yes

() No

() Not Applicable

C. BENEFICIARY INFORMATION

Each activity must have a direct or indirect benefit to persons of low- to moderate-income. A direct beneficiary is defined as a person or family receiving a direct service (benefit) for which they are required to either complete a personal income verification form, or submit an application for the purpose of demonstrating eligibility under a particular criteria (such as income limit). An indirect (area) beneficiary is defined as a person or family who receives a service (benefit) that is equally provided to the whole community or a targeted portion of the community.

1. How does (will) your organization verify income eligibility of your clients?

Yes or No

Area Benefit. Project service area has been identified and determined to be statistically low-income based on the 2010 Census. If you use this method, provide all Census Tracts and Block Groups served by your project and a calculation of the low-income percentage. Please utilize the following web application to confirm eligibility. Area benefit applicants are required to confirm block groups/census tracts are eligible. Map depicting area with low/mod % is required with this application. http://www.arcgis.com/home/item.html?id=9642c475e56f49efb6e62f2d8a846a78	
Self Certification. Clients independently "self-certify" on an intake form, membership form, etc. If you use this method, please attach a blank intake form.	
Client Document Review. Clients provide tax documents, pay stubs, etc., to verify income. Documents are reviewed by staff. If you use this method, please attach a blank worksheet.	
Presumed Beneficiaries. Clients served are <u>primarily and specifically</u> from one of the following groups: abused children, battered spouses, elderly persons (62 years of age or older), special needs/disabled persons, migrant farm workers, handicapped individuals, homeless persons. If you use this method, please indicate which group. *Please note sidewalks and handicap ramps do not have a presumed benefit to any group of person listed above.	
Economic Development Beneficiaries. Financial or Technical Assistance to Businesses. The number of full-time, part-time jobs created or retained; the number of businesses to be provided counseling or technical assistance (DUNS Number required at time of assistance). Please attach a blank worksheet.	
Other. Survey, other documentation (required documentation for other governmental programs, etc. Please explain.	

2. Provide the number of people or households that will directly benefit from your program daily and annually. Indicate how these numbers were obtained or derived. (History of program, Census data).
3. Describe the method used to gather demographic and other statistics for reporting purposes. (Include the name of software, if applicable.)

D. DEMOGRAPHIC INFORMATION (Numbers provided should be based upon historic levels or supportable projections.)

1. Indicate the number of residents, by jurisdiction, expected to benefit from the proposed activity.

Stockton _____	Lodi _____
Unincorporated San Joaquin County _____	Manteca _____
Escalon _____	Ripon _____
Lathrop _____	Tracy _____
TOTAL _____	

2. Indicate the percentage of clients to be served by income level:

Extremely Low Income _____% (< 30% Median)	Very Low Income _____% (31-50% Median)	Low Income _____% (51-80% Median)

3. Indicate the percentage (%) of Clients by sex to be served: Male _____% Female _____%

4. Indicate the percentage (%) of clients to be served by age group:

0-5 ____%, 6-17 ____%, 18-61 ____%, Over 62 ____%

- 5.
- Ethnicity
- . Do you request information on whether your clients are of Hispanic ethnicity?
-
- () Yes () No

- 6.
- Race
- . Indicate the number and percentage of the clients to be served:

	NUMBER	PERCENTAGE
American Indian or Alaska Native		
Asian		
Black or African American		
Hispanic		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native and White		
Asian and White		
Black or African American and White		
American Indian or Alaska Native and Black or African American		
TOTALS:		
Handicapped		
Female Head of Household		

7. What is the basis for the provided demographic information?

8. If your organization does not currently obtain ethnicity and race information on the clients to be served by the proposed project, please explain how this information will be obtained to meet this requirement.

E. PERFORMANCE OUTCOME MEASUREMENT

The program performance categories listed below are required under the three Federal grant programs by the U.S. Department of Housing and Urban Development (HUD). Please check one of the boxes under the following program performance categories that apply to your proposed project.

1. Which one of the following objectives will the proposed activity address? (TIP: What is the purpose of the activity?)
 - () Create a Suitable Living Environment
Relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environments, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
 - () Provide Decent Housing
Covers the wide range of housing activities that are generally undertaken with HOME and CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs.
 - () Create Economic Opportunities
Activities related to economic development, commercial revitalization, or job creation.
2. Which one of the following outcomes will the proposed activity meet? (TIP: What type of change or result am I seeking?)
 - () Improve Availability or Accessibility
Applies to activities that make infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. Accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to low- and moderate-income people where they live.
 - () Improve Affordability
Applies to activities that provide affordability by lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. Activities can include affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - () Improve Sustainability
Sustainability is specifically tied to activities that are designed for the purpose of ensuring that a particular geographic area as a whole (such as a neighborhood) becomes or remains viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustains communities or neighborhoods.

F. PROJECT PHASING

It is helpful to know if your project will span over multiple years, and if you intend to apply for future CDBG funds. This information is not considered a disadvantage during the review of the application.

1. Can the proposed project be divided into smaller projects, if necessary?
() Yes () No
2. Is the proposed project part of a larger project involving more than one phase?
() Yes () No
3. Please attach a description and map of the overall project area for environmental assessment purposes.
() Attached () Previously Provided

SECTION III. ORGANIZATION INFORMATION

A. BACKGROUND

Please check all that apply:

- () Non-Profit Organization () Community Development Housing Organization (CHDO)
() Public Agency () For-Profit Organization
() Faith-Based Organization ¹

¹Generally, a faith-based organization was founded or is inspired by faith or religion. Such organizations often choose to demonstrate that faith by carrying out one or more activities that assist persons who are less fortunate.

1. Describe the specific types of services/activities/projects that your organization provides, specifically as they relate to benefiting low and moderate income persons.

2. Longevity:

- a) Number of year's organization has been in business _____
- b) Number of year's organization has operated as a 501 (c) (3) _____
- c) Has this organization operated under another name? () Yes () No
If yes, list all previous names:
- d) Number of year's organization has conducted the program for which funding is requested: _____

B. QUALIFICATIONS

1. Please describe your organization's history and experience in providing services to the community.

2. Discuss the agency's capability to develop, implement and administer the proposed project.

3. Describe the organization's outreach and service delivery methods.

SECTION IV. FUNDING NARRATIVES

1. Has your organization previously received CDBG, HOME, and/or ESG funding?
() Yes () No
 - a. If yes, when?
 - b. How much? \$ _____
 - c. Describe the specific use of that funding to date.

2. What other sources of funding are budgeted for the proposed activity? Please list all committed and proposed sources of funding for this project and indicate the status of each source. Attach copies of any commitment letters you may have.

3. Describe your organizations plan to become self-sustaining, thereby eliminating the need for future CDBG funds.

SECTION V. FINANCIAL INFORMATION

1. For CDBG and HOME applicants, provide a proposed line-item budget for this activity indicating the sources and uses of funds. The format for the budget should be four columns with the first column consisting of a line-item description; the second column indicating, by line-item, the proposed expense/revenue excluding proposed CDBG/HOME assistance; the third column indicating the proposed CDBG/HOME assistance in the appropriate line(s); and the fourth column totaling columns 2 and 3 and reflecting the agencies proposed fiscal year budget. (Sample line-item budget can be found on the last page of the application.)
2. Provide a copy of your organization's financial statement for the most recent completed fiscal year. Include a balance sheet and income and expenditure statement.
3. Provide a copy of letter or audit indicating review of most recent financial statement from certified and/or public accountant.
4. If non-profit, provide proof of non-profit status; copy of determination letter from State Franchise Tax Board or Federal Internal Revenue Service confirming non-profit status.

SECTION VI. AUTHORIZED SIGNATORY

I hereby certify that I have read this application and the exhibits thereto, and know the contents thereof, and that the statements therein are true, and that I have been authorized by the governing board to submit this application.

Authorized Representative Signature

Date

Printed Name and Title

CITY OF TRACY CDBG/HOME GRANT APPLICATION FOR PROGRAM YEAR 2023-2024

SAMPLE BUDGET WORKSHEET

Note: The completed sample worksheet is intended to show the level of detail the County is seeking for the budget only and does not necessarily reflect appropriate project cost effectiveness, leveraging ratios, or other application criteria.

Applicant: VERY BEST ORGANIZATION	Activity Cost		
Activity: OUTSTANDING PUBLIC SERVICE ACTIVITY			
Program Implementation (Direct Program Cost)	CDBG Only	Other Sources	Total
Task 1: Develop workshop training materials	\$10,000	\$5,000	\$15,000
Task 2: Newspaper ads for workshop (12 @ \$125 ea)	\$1,000	\$500	\$1,500
Task 3: TV and radio ads (6 @ \$350 ave. ea)	\$10,000	\$1,100	\$2,100
Workshop supplies (pencils, chalk, paper supplies, pens, etc.) @ \$5/student, 300 students per year	\$0	\$1,500	\$1,500
Workshop classroom rent, including utilities: 8 hrs./mo. @ \$ 25/hr for 4 months	\$800	\$0	\$800
TOTAL Program Implementation	\$12,800	\$8,100	\$20,900
Personnel/Other Costs (Program Administration)			
Workshop Coordinator: 1,000 hours @ \$25/hr., including benefits (developing and conducting workshops	\$25,000	\$0	\$25,000
Workshop Clerical Support: 240 hours @ \$11.50/hr., no benefits (typing workshop materials, program accounting)	\$2,760	\$0	\$2,760
Workshop Manager: 48 hours @ \$55/hr., including benefits (general grant administration)	\$2,640	\$0	\$2,640
Workshop staff travel expenses, 120 miles round trip @ .30 per mile	\$360	\$0	\$360
Annual subscription to "Workshop Times" magazine	\$0	\$25	\$25
1-day seminar "Workshop Techniques for the 21st Century" in Sacramento, August 2014, for 2 staff persons @ \$500 each (includes seminar fee, travel, lodging, and meals	\$0	\$1,000	\$1,000
TOTAL Personnel/Other Costs	\$30,760	\$1,025	\$31,785
TOTAL CDBG REQUEST	\$43,560		
TOTAL ACTIVITY COST - ALL SOURCES		\$9,124	
COMBINED TOTAL			\$52,685

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AN ADDITIONAL ONE-YEAR EXTENSION OF THE 2016-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM LOCAL FUNDING PRIORITIES, PREVIOUSLY EXTENDED ON NOVEMBER 16, 2021 UP TO THE FISCAL YEAR 2022-2023, FOR USE IN THE SCORING OF THE FISCAL YEAR 2023-2024 CDBG AND HOME PROGRAM APPLICATIONS

WHEREAS, On November 3, 2010, City Council directed staff to revise the CDBG and HOME application process so that those agencies that best address the local needs of the Tracy community receive priority funding; and

WHEREAS, Following several meetings and discussions, an independent survey and reports from various agencies, staff recommended, and City Council approved by Resolution 2010-179, the following four areas as having the greatest community need at that time: (1) job creation, (2) emergency food and shelter, (3) domestic violence services, and (4) senior/adult services; and

WHEREAS, Local priorities can shift over time based on economic and physical growth, limited resources, and other factors, staff members of the Code Enforcement Division, Public Works Department, City Manager's Office, and Development Services Department met to discuss the needs of Tracy's low- and moderate-income residents and unmet service delivery in underserved areas; and

WHEREAS, On October 6, 2016, the Parks and Community Services Commission recommended to City Council, who then approved on November 15, 2016, by Resolution 2016-243, local funding priorities through fiscal year 2021-2022; and

WHEREAS, At the November 4, 2021, regular meeting of Parks and Community Services Commission, the commission made the recommendation to City Council to extend the previously approved local funding priorities up to fiscal year 2022-2023 by Resolution 2021-167; and

WHEREAS, Due to staffing transitions, the public outreach and community input that is extremely valuable in determining new local funding priorities was not completed; and

WHEREAS, Staff is requesting City Council extend the local priorities for one additional year for use in the fiscal year 2023-2024 CDBG and Home program funding cycle, which is currently underway; and

WHEREAS, An extension will provide staff the opportunity to engage the community in 2023 and will present its findings back to the City Council for further discussion; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes a one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and Home Program local funding priorities, previously extended on November 16, 2021 up to the fiscal year 2022-2023, for use in the scoring of the fiscal year 2023-2024 CDBG and Home program applications.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a resolution: (1) accepting improvements for Tracy Hills Phase 1A/1B At Grade Water Tank and Pump Station and assuming responsibility for the future maintenance and repair; (2) authorizing the City Engineer to release performance and payment bonds; and (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office.

EXECUTIVE SUMMARY

City Council approved an Offsite Improvement Agreement (OIA) with Tracy Phase 1, LLC, a Delaware Limited Company (Developer) to construct a 4-million-gallon potable water tank, booster pump station, and associated site work within Phase 1 of the Tracy Hills development. Developer has completed all improvements in accordance with the Offsite Improvement Agreement, project plans and specifications, and City Engineer has determined the work to be acceptable. Staff recommends that City Council accept the improvements as complete, authorize the City Engineer to release the Developer's payment and performance bonds and authorize the City Clerk to file Notice of Completion.

BACKGROUND AND LEGISLATIVE HISTORY

On August 16, 2016, City Council approved an Offsite Improvement Agreement by Resolution No. 2016-177 with Developer for construction of a 4-million-gallon potable water tank and booster pump station, required for potable water storage in support of Phase 1 of the Tracy Hills residential development.

ANALYSIS

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

Developer furnished performance, payment, and warranty bonds assuring completion of the work. The estimated cost of the improvements is as follows:

4-million-gallon Water Tank and Booster Station	\$ 6,501,665
Land Value	\$ 257,000
Total	\$ 6,758,665

The Project carries a one-year warranty bond for all public improvements in an amount equal to 10 percent of construction cost.

A total of 111,984 square feet (2.57 acres) was dedicated as a public parcel (Parcel E) on Tract Map 4086, recorded as 44 M&P 24, for water tank and booster pump station purposes. The parcel was accepted by the City subject to the satisfactory completion of improvements.

FISCAL IMPACT

All improvements were completed by the Developer in accordance with the Offsite Improvement Agreements and there is no fiscal impact associated with this action.

COORDINATION

Project construction activities were coordinated with City of Tracy Utilities Division and Development Services Building Division.

CEQA DETERMINATION

This agenda item does not have an environmental impact.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by resolution, (1) accept Tracy Hills Phase 1A/1B at Grade Water Tank and Pump Station and assume responsibility for their future maintenance and repair; (2) authorize the City Engineer to release the performance and payment bonds; (3) authorize the City Clerk to file Notice of Completion with the San Joaquin County Recorder's office.

Prepared by: Paul Verma, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

(1) ACCEPTING IMPROVEMENTS FOR TRACY HILLS PHASE 1A/1B AT GRADE WATER TANK AND PUMP STATION AND ASSUMING RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR;

(2) AUTHORIZING THE CITY ENGINEER TO RELEASE PERFORMANCE AND PAYMENT BONDS; AND

(3) AUTHORIZING THE CITY CLERK TO FILE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE.

WHEREAS, on August 16, 2016, City Council approved an Offsite Improvement Agreement (Agreement) by Resolution No. 2016-177 with Tracy Phase 1, LLC, a Delaware Limited Liability Company (Developer) for construction of a 4-million-gallon potable water tank and booster pump station, required for potable water storage in support of Phase 1 of the Tracy Hills residential development; and

WHEREAS, the City Engineer has inspected the completed work and recommends acceptance of all the improvements completed in accordance with the Agreement; and

WHEREAS, Developer furnished performance, payment, and warranty bonds assuring completion of the work. The estimated cost of the improvements is as follows:

4-million-gallon Water Tank and Booster Station	\$ 6,501,665
Land Value	\$ 257,000
Total	\$ 6,758,665; and

WHEREAS, a total of 111,984 square feet (2.57 acres) was dedicated as a public parcel (Parcel E) on Tract Map 4086, recorded as 44 M&P 24, for water tank and booster pump station purposes. The parcel was accepted by the City subject to the satisfactory completion of improvements; and

WHEREAS, Resolution No. 2016-177 further states that City will accept all offers of dedication of public right of way upon completion of improvements; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the improvements for Tracy Hills Phase 1A/1B at Grade Water Tank and Pump Station in accordance with the Agreement and assumes responsibility for their future maintenance and repair; and be it

FURTHER RESOLVED: That the City Council authorizes the City Engineer to release the performance and payment bonds in accordance with the terms of the Agreement; and be it

FURTHER RESOLVED: That City Council authorizes the City Clerk to file Notice of Completion with the San Joaquin County Recorder's Office.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Agenda Item 1.P

RECOMMENDATION

Staff recommends that the City Council 1) approve the Subdivision Improvement Agreement for Ellis Western Park and Ellis Orchard Park between City and LS-Tracy, LLC, located within Ellis Phase 3 – Town and Country Tract 4007, and 2) authorize the City Clerk to file the agreement with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Approval of the Subdivision Improvement Agreement (Agreement) will allow LS-Tracy LLC, a Delaware Limited Liability Company (Subdivider) to proceed with the construction of Ellis Western Park and Ellis Orchard Park improvements associated with the development of Ellis Phase 3 – Town & Country (Tract 4007) Subdivision. The Agreement authorizes the refund of park fees paid and will allow the City to accept the offer of dedication of the Park Sites and take ownership of the parks upon satisfactory completion of the park improvements.

BACKGROUND AND LEGISLATIVE HISTORY

The Tentative Map for Ellis Phase 3 – Town & Country (Tract 4007) was approved by the Planning Commission on May 08, 2019, via Resolution No. 2019-012. The Final Subdivision Map to create 308 single-family residential lots within the boundaries for Tract 4007 was approved by the City Council by Resolution No. 2021-066 on June 1, 2021.

On August 20, 2013, the City Council approved the Ellis Program Area Finance Implementation Plan (the “Ellis FIP”) by Resolution No. 2013-136. The Ellis FIP established the Neighborhood Park impact fees applicable to the Town & Country subdivisions for the construction of neighborhood parks.

On January 6, 2023, Surland Communities, LLC (owner and developer of Ellis Town & Country) signed an Assignment of Reimbursement Rights with the Subdivider, where Surland assigns to the Subdivider any reimbursements of Neighborhood Park fees paid.

ANALYSIS

The Subdivider will construct the Ellis Western Park on a 2.86-acre parcel (Parcel “E” of Tract No. 4007) located on Ellis Town Drive, Ryan Serpa Way, Miner Drive and Rio Grande Drive, and will also construct the Ellis Orchard Park on a 1.29-acre parcel (Parcel “F” of Tract No. 4007) located on Ellis Town Drive. Upon satisfactory completion of the Ellis Western Park and Ellis Orchard Park improvements by LS-Tracy LLC, LS-Tracy LLC shall make an irrevocable offer of dedication of the Park Site and improvements to the City. The City will accept the offer of dedication of the Park Site and will take ownership of the park improvements upon satisfactory completion of the park improvements.

In accordance with City Municipal Code, the Subdivider is eligible to receive neighborhood park fee credits in exchange for building Western and Orchard parks. Subdivider should receive fee credits for all 308 lots in Tract 4007. Since the Subdivider has already paid the neighborhood

park fee for all 308 lots, the City prepared the Agreement that describes the refund of park fees paid. Upon execution of this Agreement and provision to the City of the required improvement security, the Subdivider will receive a refund in the amount of \$1,874,962.32 against its obligation to pay the Park Fee portion of the Neighborhood Park fees. The Subdivider can apply the remaining fee credits available from building these parks to other lots within the Ellis Development per their Development Agreement.

The Subdivider has submitted the Improvement Plans for the required park improvements. Staff has reviewed the plans and found them to be complete. The Subdivider has executed the Agreement and submitted the required security to guarantee completion of the park improvements. The Agreement and Improvement Plans are on file with the City Engineer and are available for review upon request.

FISCAL IMPACT

The refund of Park Fees shall be from impact fees previously collected from the Subdivider. The Subdivider has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and processing the Agreement.

COORDINATION

Staff coordinated with SNG & Associates and Harris & Associates on this report and Agreement.

CEQA DETERMINATION

The project is consistent with the Final Revised Environmental Impact Report (EIR) certified by the City Council on January 22, 2013 for the Ellis Specific Plan, which included the Ellis Specific Plan (SCH#2012022023). Pursuant to CEQA Guidelines Section 15162 and Public Resources Code Section 21166, no subsequent EIR shall be prepared for the project because the project has a certified EIR and no substantial changes are proposed in the project that would require major revisions to the previous EIR; no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would require major revisions to the previous EIR; and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known, which was not known at the time the previous EIR was certified as complete. Furthermore, as a residential subdivision that is consistent with a specific plan for which an EIR was certified after January 1, 1980, the project is exempt from the requirements of CEQA pursuant to California Government Code Section 65457. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council 1) approve the Subdivision Improvement Agreement for Ellis Western Park and Ellis Orchard Park between City, LS-Tracy, LLC and Surland Communities, LLC, located within Ellis Phase 3 – Town and Country Tract 4007, and 2) authorize the City Clerk to file the agreement with the Office of the San Joaquin County Recorder.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Koosun Kim, PE, Interim City Engineer
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Subdivision Improvement Agreement

Recording Requested By

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

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrienne Richardson
(No recording fee, under government Code 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
SUBDIVISION IMPROVEMENT AGREEMENT
WESTERN AND ORCHARD PARKS
ELLIS TOWN & COUNTRY TRACT 4007**

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City"), LS-Tracy, LLC, a Delaware Limited Liability Company ("Subdivider").

RECITALS

- A.** Subdivider is the owner of those certain properties known as Ellis Town & Country, Tract 4007 (collectively, the "**Property**").
- B.** The Property has been subdivided to create 308 single family lots by (i) the Tentative Subdivision Map approved by the Planning Commission on May 8, 2019 ("Tentative Map"), pursuant to PC Resolution No. 2019-012 and (ii) the Final Subdivision Maps ("Final Maps") approved by the City Council by Resolutions Nos. 2021-066 on June 1, 2021. A Park Site Description is also included in Exhibit "A", attached hereto and incorporated herein by reference.
- C.** The Neighborhood Park Fees ("**NP Fees**") are impact fees applicable to the Property, the amount of which is established by the Ellis Program Area Finance Implementation Plan (the "**Ellis FIP**") approved by the City Council on August 20, 2013, by Resolution No. 2013-136.

- D. As determined by the Ellis FIP, the amount of the NP Fee applicable to the Property is \$6,313 per Single Family Dwelling Unit ("**SFDU**"), of which \$225.46 is for management of the fee program (the "**PM Fees**") and \$6,087.54 is for the construction of neighborhood parks (the "**Park Fees**").
- E. In order to obtain building permits from City prior to executing this Agreement, Subdivider paid City a total of \$1,944,404.00 (\$6,313 x 308) in NP Fees for all SFDUs on the Property, including \$1,874,962.32 (\$6,087.54 x 308) in Park Fees and \$69,441.68 (\$225.46 x 308) in PM Fees.
- F. On January 6, 2023, the Surland Communities, LLC ("**Surland**") signed an Assignment of Reimbursement Rights with the Subdivider (attached as Exhibit "B"), where Surland assigns to the Subdivider any reimbursements of Neighborhood Park Fees paid.
- G. Upon executing this Agreement and providing City with the improvement security described in Section 9 hereof (the "**Improvement Security**"), Subdivider shall receive credit against its obligation to pay the Park Fee portion of the NP Fees for the Property in the amount of \$2,721,470. Because Subdivider's credit is greater than the total of Subdivider's Park Fees obligation of \$1,874,962.32 for the entire Property, upon execution of this Agreement and providing the Improvement Security, Subdivider will be required to pay only the PM Fee portion of the NP Fees, in the amount of \$225.46, for each and all 308 SFDUs on the Property, and Subdivider's obligation to pay the Park Fees portion of the NP Fees will be satisfied in full.
- H. Because Subdivider's NP Fee credits fully satisfy Subdivider's obligation to pay the Park Fees portion of the NP Fees, and because Subdivider has previously paid Park Fees for all 308 SFDUs. Subdivider shall, within sixty (60) calendar days of the later of Subdivider's execution of this Agreement and provision of the Improvement Security, be refunded \$1,874,962.32 by City for all Park Fees Subdivider has previously paid for the Property, as set forth in Exhibit "C" hereto.
- I. The Parties now desire to set forth herein the terms by which Subdivider will construct and complete the neighborhood park improvements on the Park Site, as shown on the Thirty Five (35) sheets of improvement plans entitled "Improvement Plans for Western Park Tract 4007" and Twenty (27) sheets of improvement plans entitled "Improvement Plans for Ellis Orchard Park Tract 4007" prepared by Gates + Associates of San Ramon, California (the "Plans and Specifications"), and incorporated herein by reference, and by which Subdivider will receive credit against its obligation to pay the Park Fee portion of NP Fees for development of the Property. Subdivider's construction and completion of the park improvements on the Park Site, in accordance with the Plans and Specifications and to the reasonable satisfaction of the City Engineer, may be referred to herein as the "Work."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF TRUE AND CORRECT RECITALS.** Each party has reviewed the recitals set forth above and agrees that all facts set forth therein are true and correct. The recitals set forth above are incorporated into this Agreement as though set forth in full herein.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the requirements of this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Each party shall commence performance, and shall complete all required performance, no later than the dates set forth in this Agreement. No party may request an extension of time, unless a written request is made to the other party no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
 - 2.1. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider shall commence Work. Subdivider shall not commence Work until after the notice required by this section is properly made and shall not commence Work prior to the date specified in the written notice unless otherwise authorized by City.
 - 2.2. **Schedule of Work.** Concurrently with the written notice of commencement of Work, Subdivider shall provide the City Engineer with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.
 - 2.3. **Completion of Work.** Subdivider shall complete all the Work no later than fifteen (15) months after the date specified by Subdivider in the Notice of Commencement of Work submitted pursuant to section 2.1 above, subject to any extensions of time granted pursuant to the applicable provisions of the Tracy Municipal Code. This 15-month period shall include the 90-day Establishment Period for plantings and landscaping required by the City. The Work shall be considered complete when the City Engineer or its designee has notified Subdivider that it has satisfactorily completed all items on the punch list and the 90-day Establishment Period has expired.
3. **SCOPE OF WORK.** Subdivider shall perform, or cause to be performed, the Work (as defined in Recital L) to the reasonable satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications. No material change shall be made to the Scope of Work unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the Scope of Work, as required by the applicable provisions of the Tracy Municipal Code.

4. **PARK FEE CREDITS.** Upon Subdivider's execution of this Agreement and providing the City with the Improvement Security described in Section 9 of this Agreement, Subdivider will receive NP Fee credits for the Park Fee portion in an amount equal to \$1,874,962.32 (308 x \$6,087.54) for each and all of the 308 SFDUs on the Property, and accordingly, Subdivider will be required to pay only the PM Fee portion of the NP Fees, in the amount of \$225.46, for each of the 308 SFDUs on the Property.

Evidenced by the execution of this Agreement, Subdivider acknowledges and agrees that the NP Fees for all SFDUs on the Property in the amount of \$1,874,962.32 shall be, fully reimbursed to Subdivider.

5. **REFUND OF PAID FEES.** Upon Subdivider's execution of this Agreement and providing the City with the Improvement Security described in Section 9 of this Agreement, Subdivider will be entitled to a refund of the Park Fees portion of the NP Fees previously paid to the City, in the amount of \$1,874,962.32. Refund shall be paid by City not later than sixty (60) calendar days following the later of Subdivider's execution of this Agreement and Subdivider's provision of the Improvement Security.
6. **NO EFFECT ON OBLIGATIONS TO PAY COMMUNITY PARK FEES.** Nothing in this Agreement is intended to or shall affect Subdivider's obligation to pay Community Park Fees.
7. **SUBDIVIDER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Subdivider shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Subdivider shall, upon request by the City Engineer provide the City Engineer the names and telephone numbers of all contractors and subcontractors performing the Work.
8. **LOCATION OF PERFORMANCE.** Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Any easement or right-of-way necessary for the performance of the Work shall be acquired by Subdivider at Subdivider's sole cost and expense.
9. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of the Work, Subdivider shall furnish improvement security, in a form authorized by the Subdivision Map Act (Government Code sections 66499 et seq.) and Section 12.36.080 of the Tracy Municipal Code, in the following amounts:
- 9.1. **Faithful Performance** security in the amount of \$ **3,666,599** to secure faithful performance of this Agreement.
- 9.2. **Labor and Material** security in the amount of \$ **3,666,599** to secure payment to all laborers and materialmen (until the date of which claims are required to be made by laborers and materialmen).

9.3. **Warranty** security in the amount of **\$ 366,660** to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

10. **INSURANCE.** Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of any Work, Subdivider shall furnish evidence to City that all of the following insurance requirements have been satisfied.

10.1. **General.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

10.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

10.3. **Professional Contracts.** Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

10.4. **Automobile Liability** (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

10.4.1 If Subdivider has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

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

10.6. **Endorsements.** Subdivider shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

10.6.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Subdivider's Commercial General Liability policy utilizing

endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

10.6.3 Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

10.7. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

10.8. Authorized Insurers. All insurance companies providing coverage to Subdivider 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, with an AM Best rating of at least A-:VII.

10.9. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

10.10. Substitute Certificates. No later than thirty (30) days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

11. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

12. INSPECTION BY CITY. In order to permit City to inspect the Work, Subdivider shall, at all times, provide to City proper and safe access to the Work site and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

13. INSPECTION DEPOSITS. Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of any Work, Subdivider shall pay City Inspection Deposits in the amount of three and one-half percent (3 1/2 %) of the estimated costs of the Work (as approved by the City Engineer). In the event that City determines that City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceed the amount of Inspection Fees paid by Subdivider, Subdivider shall pay City the actual costs of inspecting the Work less Inspection Fees previously paid. In the event that City determines that the City's actual costs of inspecting the Work are less than the amount of Inspection Fees paid by Subdivider, City shall reimburse Subdivider the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work. In the event that City requires an independent inspection, City may retain an independent inspector, Subdivider shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to City.

14. DEFAULT.

14.1. In the event that Subdivider is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) in which the default is described.

14.2. Subdivider shall be in default of this Agreement if any one of the following conditions exist:

14.2.1 Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

14.2.2 Subdivider abandons the Work Site.

14.2.3 Subdivider fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to section 15.c below.

14.2.4 Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

14.2.5 Subdivider violates any legal requirement related to the Work.

14.3. In the event that Subdivider fails to cure the default within ten (10) days, or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to

its completion, City may, at the reasonable discretion of the City Engineer, take any or all of the following actions:

- 14.3.1 Cure the default and charge Subdivider for the actual costs therefor, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.
- 14.3.2 Demand that Subdivider complete performance of the Work.
- 14.3.3 Demand that Subdivider's surety (if any) complete performance of the Work.
- 14.3.4 Commence a legal action to enforce the terms of this Agreement.

15. REPAIR OF ANY DAMAGE. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall commence, within five (5) calendar days of receiving notice of such damage caused by the Subdivider or its representatives, and diligently continue to completion, the repair or replacement (as necessary) of the damaged property; provided that, Subdivider may defer such repairs or replacement of the damaged property pursuant to the written agreement of the property owner.

16. ACCEPTANCE OF WORK; RELEASE OF IMPROVEMENT SECURITY. Prior to acceptance of the Work by the City Council, Subdivider shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Project Site. Subdivider's obligation to perform the Work shall not be satisfied until after the City Engineer has made a reasonable written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid. City shall release the Improvement Security described in Sections 9.1 and 9.2 in accordance with the requirements of the Public Contract Code, and shall release the Improvement Security described in Section 9.3 upon the expiration of the Warranty Period described in Section 17.

17. WARRANTY PERIOD. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is reasonably determined by the City Engineer to be defective as a result of an obligation of Subdivider, Subdivider shall, following written notice from the City setting forth, with reasonable specificity, the nature of any such alleged defect, repair, replace or reconstruct any defective part or parts of the Work.

18. INDEPENDENT CONTRACTOR STATUS. Subdivider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and

Subdivider shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Subdivider.

19. **OWNERSHIP OF WORK.** All original documents for the Work prepared by Subdivider for this Agreement are the property of the City and shall be given to City upon City's acceptance of the Work. Prior to acceptance of the Work, Subdivider shall submit the as- built drawings in Auto-CAD.
20. **INDEMNIFICATION.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 9.3 and Section 17, above, has expired, at which time the indemnification obligations under this Section 20 shall automatically terminate with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 20 are in addition to all other Subdivider's obligations set forth in this Agreement, and shall not affect Subdivider's warranty obligations set forth in Section 9.3 and Section 17 above.
21. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of all parties. Any attempt to assign or delegate this Agreement without the written consent of all parties shall be void and of no force and effect. Consent by all parties to one assignment shall not be deemed to be consent to any subsequent assignments.

22. **NOTICES.**

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

To City:
City Engineer
City of Tracy
333 Civic Center Plaza
Tracy CA 95376

To Subdivider:
LS-Tracy LLC
Attn: Mark Chamberlain
3130 Crow Canyon Place,
Ste #325
San Ramon, CA 945

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

- 22.2. 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.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **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.
25. **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.
26. **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.
27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning its subject matters. This Agreement supersedes all prior negotiations, representations, or agreements.
28. **SIGNATURES.** City and Subdivider represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Subdivider and 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.

27. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning its subject matters. This Agreement supersedes all prior negotiations, representations, or agreements.

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

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

CITY OF TRACY,
a municipal corporation

SUBDIVIDER:
LS-Tracy LLC
a Delaware limited liability company

By: _____
Nancy Young
Title: MAYOR
Date: _____

By: _____
Joshua Jones
Title: Division President
Date: 1/9/2023

Attest:

By: _____
Adrianne Richardson
Title: CITY CLERK

Approved As To Form:

By: _____
Bijal Patel
Title: CITY ATTORNEY
Date: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Contra Costa }

On January 9 2023 before me, Emily Ann Slater Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

 (Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

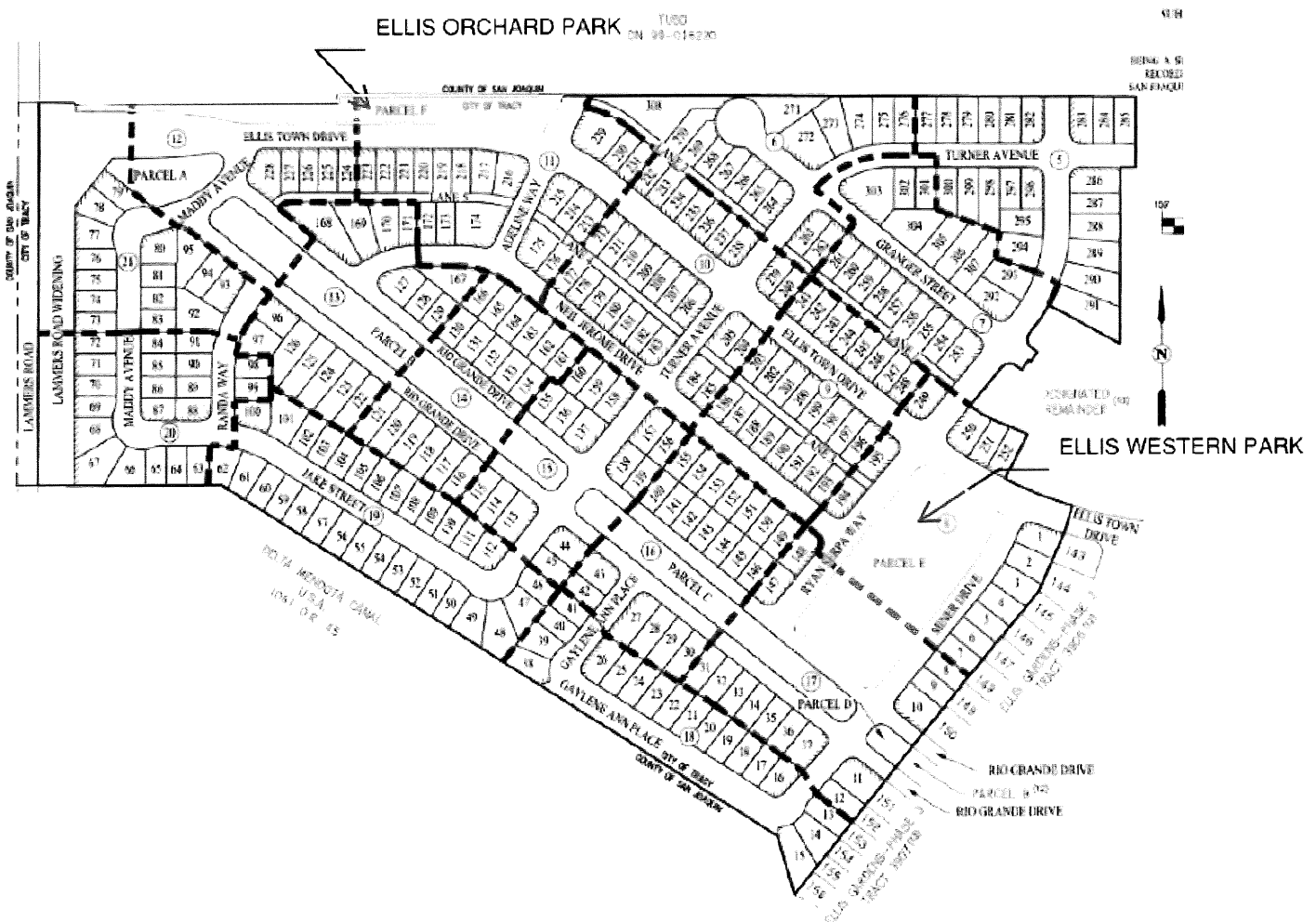
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CITY OF TRACY
ELLIS WESTERN & ORCHARD PARK
TRACT 4007**

EXHIBIT A
PAGE 1 OF 1

PARK SITE DESCRIPTION



**Assignment and Reimbursement Rights
Between Landsea, LLC and Surland Communities, LLC**

Attachment A

EXHIBIT B

ASSIGNMENT OF REIMBURSEMENT RIGHTS

This Assignment of Reimbursement rights is dated as of January 6th, 2023, ("Assignment") by SURLAND COMPANIES, LLC, a California limited liability company ("Assignor"), in favor of LS-TRACY, LLC, a Delaware Corporation ("Assignee"),

Assignor hereby assigns to Assignee reimbursement of Neighborhood Park Fees paid by Assignee for 308 lots located within Tract 4007 in the City of Tracy in the amount of \$1,874,962.32.

Assignor further acknowledges, understands, and agrees that the City shall rely upon this Assignment to make payments directly to Assignee or as directed by Assignee and that the City may make such payments without further instruction or consent from Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Assignor:

Surland Companies, LLC
a California limited liability company

By: _____

Sam Serpa, Managing Member

**CITY OF TRACY
ELLIS WESTERN & ORCHARD PARK
TRACT 4007
IMPROVEMENT & REFUND AGREEMENT**

EXHIBIT C

Fees Paid to Date

Lot #	Tract	APN	Address	Fee
1	4007	240-800-01	4390 Miner Drive	\$6,087.54
2	4007	240-800-02	4410 Miner Drive	\$6,087.54
3	4007	240-800-03	4430 Miner Drive	\$6,087.54
4	4007	240-800-04	4450 Miner Drive	\$6,087.54
5	4007	240-800-05	4470 Miner Drive	\$6,087.54
6	4007	240-800-06	4490 Miner Drive	\$6,087.54
7	4007	240-800-07	4510 Miner Drive	\$6,087.54
8	4007	240-800-08	4530 Miner Drive	\$6,087.54
9	4007	240-800-09	4550 Miner Drive	\$6,087.54
10	4007	240-800-10	4570 Miner Drive	\$6,087.54
11	4007	240-800-11	4590 Miner Drive	\$6,087.54
12	4007	240-800-12	4610 Miner Drive	\$6,087.54
13	4007	240-800-13	4630 Miner Drive	\$6,087.54
14	4007	240-800-14	4650 Miner Drive	\$6,087.54
15	4007	240-800-15	4670 Miner Drive	\$6,087.54
16	4007	240-800-16	2969 Gaylene Ann Place	\$6,087.54
17	4007	240-800-17	2979 Gaylene Ann Place	\$6,087.54
18	4007	240-800-18	2989 Gaylene Ann Place	\$6,087.54
19	4007	240-800-19	2999 Gaylene Ann Place	\$6,087.54
20	4007	240-800-20	3009 Gaylene Ann Place	\$6,087.54

21	4007	240-800-21	3019 Gaylene Ann Place	\$6,087.54
22	4007	240-800-22	3029 Gaylene Ann Place	\$6,087.54
23	4007	240-800-23	3039 Gaylene Ann Place	\$6,087.54
24	4007	240-800-24	3049 Gaylene Ann Place	\$6,087.54

25	4007	240-800-25	3059 Gaylene Ann Place	\$6,087.54
26	4007	240-800-26	3069 Gaylene Ann Place	\$6,087.54
27	4007	240-800-27	3040 Rio Grande Drive (S)	\$6,087.54
28	4007	240-800-28	3030 Rio Grande Drive (S)	\$6,087.54
29	4007	240-800-29	3020 Rio Grande Drive (S)	\$6,087.54
30	4007	240-800-30	3010 Rio Grande Drive (S)	\$6,087.54
31	4007	240-800-31	3000 Rio Grande Drive (S)	\$6,087.54
32	4007	240-800-32	2990 Rio Grande Drive (S)	\$6,087.54
33	4007	240-800-33	2980 Rio Grande Drive (S)	\$6,087.54
34	4007	240-800-34	2970 Rio Grande Drive (S)	\$6,087.54
35	4007	240-800-35	2960 Rio Grande Drive (S)	\$6,087.54
36	4007	240-800-36	2950 Rio Grande Drive (S)	\$6,087.54
37	4007	240-800-37	2940 Rio Grande Drive (S)	\$6,087.54
38	4007	240-800-38	4515 Gaylene Ann Place	\$6,087.54
39	4007	240-800-39	4495 Gaylene Ann Place	\$6,087.54
40	4007	240-800-40	4475 Gaylene Ann Place	\$6,087.54
41	4007	240-800-41	4455 Gaylene Ann Place	\$6,087.54
42	4007	240-800-42	4435 Gaylene Ann Place	\$6,087.54
43	4007	240-800-43	4415 Gaylene Ann Place	\$6,087.54
44	4007	240-810-01	4398 Turner Avenue	\$6,087.54
45	4007	240-810-02	4418 Turner Avenue	\$6,087.54
46	4007	240-810-03	4438 Turner Avenue	\$6,087.54
47	4007	240-810-04	4458 Turner Avenue	\$6,087.54
48	4007	240-810-05	3108 Jake Street	\$6,087.54
49	4007	240-810-06	3118 Jake Street	\$6,087.54
50	4007	240-810-07	3128 Jake Street	\$6,087.54
51	4007	240-810-08	3138 Jake Street	\$6,087.54
52	4007	240-810-09	3148 Jake Street	\$6,087.54
53	4007	240-810-10	3158 Jake Street	\$6,087.54
54	4007	240-810-11	3168 Jake Street	\$6,087.54

55	4007	240-810-12	3178 Jake Street	\$6,087.54
56	4007	240-810-13	3188 Jake Street	\$6,087.54
57	4007	240-810-14	3198 Jake Street	\$6,087.54

58	4007	240-810-15	3208 Jake Street	\$6,087.54
59	4007	240-810-16	3218 Jake Street	\$6,087.54
60	4007	240-810-17	3228 Jake Street	\$6,087.54
61	4007	240-810-18	3238 Jake Street	\$6,087.54
62	4007	240-810-19	3248 Jake Street	\$6,087.54
63	4007	240-810-20	3258 Jake Street	\$6,087.54
64	4007	240-810-21	3268 Jake Street	\$6,087.54
65	4007	240-810-22	3278 Jake Street	\$6,087.54
66	4007	240-810-23	3288 Jake Street	\$6,087.54
67	4007	240-810-24	3298 Jake Street	\$6,087.54
68	4007	240-810-25	4265 Maddy Avenue	\$6,087.54
69	4007	240-810-26	4245 Maddy Avenue	\$6,087.54
70	4007	240-810-27	4225 Maddy Avenue	\$6,087.54
71	4007	240-810-28	4205 Maddy Avenue	\$6,087.54
72	4007	240-810-29	4185 Maddy Avenue	\$6,087.54
73	4007	240-840-01	4165 Maddy Avenue	\$6,087.54
74	4007	240-840-02	4145 Maddy Avenue	\$6,087.54
75	4007	240-840-03	4125 Maddy Avenue	\$6,087.54
76	4007	240-840-04	4105 Maddy Avenue	\$6,087.54
77	4007	240-840-05	4085 Maddy Avenue	\$6,087.54
78	4007	240-840-06	4065 Maddy Avenue	\$6,087.54
79	4007	240-840-07	4045 Maddy Avenue	\$6,087.54
80	4007	240-840-08	4104 Maddy Avenue	\$6,087.54
81	4007	240-840-09	4124 Maddy Avenue	\$6,087.54
82	4007	240-840-10	4144 Maddy Avenue	\$6,087.54
83	4007	240-840-11	4164 Maddy Avenue	\$6,087.54
84	4007	240-810-30	4184 Maddy Avenue	\$6,087.54
85	4007	240-810-31	4204 Maddy Avenue	\$6,087.54
86	4007	240-810-32	4224 Maddy Avenue	\$6,087.54
87	4007	240-810-33	4244 Maddy Avenue	\$6,087.54
88	4007	240-810-34	4243 Randa Way	\$6,087.54

89	4007	240-810-35	4223 Randa Way	\$6,087.54
90	4007	240-810-36	4203 Randa Way	\$6,087.54

91	4007	240-810-37	4183 Randa Way	\$6,087.54
92	4007	240-840-12	4163 Randa Way	\$6,087.54
93	4007	240-840-13	3250 Rio Grande Drive (S)	\$6,087.54
94	4007	240-840-14	3260 Rio Grande Drive (S)	\$6,087.54
95	4007	240-840-15	3270 Rio Grande Drive (S)	\$6,087.54
96	4007	240-810-38	4162 Randa Way	\$6,087.54
97	4007	240-810-39	4182 Randa Way	\$6,087.54
98	4007	240-810-40	4202 Randa Way	\$6,087.54
99	4007	240-810-41	4222 Randa Way	\$6,087.54
100	4007	240-810-42	4242 Randa Way	\$6,087.54
101	4007	240-810-43	3239 Jake Street	\$6,087.54
102	4007	240-810-44	3229 Jake Street	\$6,087.54
103	4007	240-810-45	3219 Jake Street	\$6,087.54
104	4007	240-810-46	3209 Jake Street	\$6,087.54
105	4007	240-810-47	3199 Jake Street	\$6,087.54
106	4007	240-810-48	3189 Jake Street	\$6,087.54
107	4007	240-810-49	3179 Jake Street	\$6,087.54
108	4007	240-810-50	3169 Jake Street	\$6,087.54
109	4007	240-810-51	3159 Jake Street	\$6,087.54
110	4007	240-810-52	3149 Jake Street	\$6,087.54
111	4007	240-810-53	3139 Jake Street	\$6,087.54
112	4007	240-810-54	3129 Jake Street	\$6,087.54
113	4007	240-810-55	3110 Rio Grande Drive (S)	\$6,087.54
114	4007	240-810-56	3120 Rio Grande Drive (S)	\$6,087.54
115	4007	240-810-57	3130 Rio Grande Drive (S)	\$6,087.54
116	4007	240-810-58	3140 Rio Grande Drive (S)	\$6,087.54
117	4007	240-810-59	3150 Rio Grande Drive (S)	\$6,087.54
118	4007	240-810-60	3160 Rio Grande Drive (S)	\$6,087.54
119	4007	240-810-61	3170 Rio Grande Drive (S)	\$6,087.54
120	4007	240-810-62	3180 Rio Grande Drive (S)	\$6,087.54
121	4007	240-810-63	3190 Rio Grande Drive (S)	\$6,087.54
122	4007	240-810-64	3200 Rio Grande Drive (S)	\$6,087.54
123	4007	240-810-65	3210 Rio Grande Drive (S)	\$6,087.54

124	4007	240-810-66	3220 Rio Grande Drive (S)	\$6,087.54
125	4007	240-810-67	3230 Rio Grande Drive (S)	\$6,087.54
126	4007	240-810-68	3240 Rio Grande Drive (S)	\$6,087.54
127	4007	240-840-16	3171 Rio Grande Drive (N)	\$6,087.54
128	4007	240-840-17	3161 Rio Grande Drive (N)	\$6,087.54
129	4007	240-840-18	3151 Rio Grande Drive (N)	\$6,087.54
130	4007	240-840-19	3141 Rio Grande Drive (N)	\$6,087.54
131	4007	240-840-20	3131 Rio Grande Drive (N)	\$6,087.54
132	4007	240-840-21	3121 Rio Grande Drive (N)	\$6,087.54
133	4007	240-840-22	3111 Rio Grande Drive (N)	\$6,087.54
134	4007	240-840-23	3101 Rio Grande Drive (N)	\$6,087.54
135	4007	240-840-24	3091 Rio Grande Drive (N)	\$6,087.54
136	4007	240-840-25	3081 Rio Grande Drive (N)	\$6,087.54
137	4007	240-840-26	3071 Rio Grande Drive (N)	\$6,087.54
138	4007	240-820-01	3061 Rio Grande Drive (N)	\$6,087.54
139	4007	240-820-02	3051 Rio Grande Drive (N)	\$6,087.54
140	4007	240-820-03	3041 Rio Grande Drive (N)	\$6,087.54
141	4007	240-820-04	3031 Rio Grande Drive (N)	\$6,087.54
142	4007	240-820-05	3021 Rio Grande Drive (N)	\$6,087.54
143	4007	240-820-06	3011 Rio Grande Drive (N)	\$6,087.54
144	4007	240-820-07	3001 Rio Grande Drive (N)	\$6,087.54
145	4007	240-820-08	2991 Rio Grande Drive (N)	\$6,087.54
146	4007	240-820-09	2981 Rio Grande Drive (N)	\$6,087.54
147	4007	240-820-10	2971 Rio Grande Drive (N)	\$6,087.54
148	4007	240-820-11	2932 Neil Jerome Drive	\$6,087.54
149	4007	240-820-12	2942 Neil Jerome Drive	\$6,087.54
150	4007	240-820-13	2952 Neil Jerome Drive	\$6,087.54
151	4007	240-820-14	2962 Neil Jerome Drive	\$6,087.54
152	4007	240-820-15	2972 Neil Jerome Drive	\$6,087.54
153	4007	240-820-16	2982 Neil Jerome Drive	\$6,087.54
154	4007	240-820-17	2992 Neil Jerome Drive	\$6,087.54
155	4007	240-820-18	3002 Neil Jerome Drive	\$6,087.54
156	4007	240-820-19	3012 Neil Jerome Drive	\$6,087.54

157	4007	240-820-20	3022 Neil Jerome Drive	\$6,087.54
158	4007	240-840-27	3032 Neil Jerome Drive	\$6,087.54
159	4007	240-840-28	3042 Neil Jerome Drive	\$6,087.54
160	4007	240-840-29	3052 Neil Jerome Drive	\$6,087.54
161	4007	240-840-30	3062 Neil Jerome Drive	\$6,087.54
162	4007	240-840-31	3072 Neil Jerome Drive	\$6,087.54
163	4007	240-840-32	3082 Neil Jerome Drive	\$6,087.54
164	4007	240-840-33	3092 Neil Jerome Drive	\$6,087.54
165	4007	240-840-34	3102 Neil Jerome Drive	\$6,087.54
166	4007	240-840-35	3112 Neil Jerome Drive	\$6,087.54
167	4007	240-840-36	3122 Neil Jerome Drive	\$6,087.54
168	4007	240-840-37	3213 Neil Jerome Drive	\$6,087.54
169	4007	240-840-38	3203 Neil Jerome Drive	\$6,087.54
170	4007	240-840-39	3193 Neil Jerome Drive	\$6,087.54
171	4007	240-840-40	3183 Neil Jerome Drive	\$6,087.54
172	4007	240-840-41	3173 Neil Jerome Drive	\$6,087.54
173	4007	240-840-42	3163 Neil Jerome Drive	\$6,087.54
174	4007	240-840-43	3153 Neil Jerome Drive	\$6,087.54
175	4007	240-820-21	3113 Neil Jerome Drive	\$6,087.54
176	4007	240-820-22	3103 Neil Jerome Drive	\$6,087.54
177	4007	240-820-23	3093 Neil Jerome Drive	\$6,087.54
178	4007	240-820-24	3083 Neil Jerome Drive	\$6,087.54
179	4007	240-820-25	3073 Neil Jerome Drive	\$6,087.54
180	4007	240-820-26	3063 Neil Jerome Drive	\$6,087.54
181	4007	240-820-27	3053 Neil Jerome Drive	\$6,087.54
182	4007	240-820-28	3043 Neil Jerome Drive	\$6,087.54
183	4007	240-820-29	3033 Neil Jerome Drive	\$6,087.54
184	4007	240-820-30	3023 Neil Jerome Drive	\$6,087.54
185	4007	240-820-31	3013 Neil Jerome Drive	\$6,087.54
186	4007	240-820-32	3003 Neil Jerome Drive	\$6,087.54
187	4007	240-820-33	2993 Neil Jerome Drive	\$6,087.54
188	4007	240-820-34	2983 Neil Jerome Drive	\$6,087.54
189	4007	240-820-35	2973 Neil Jerome Drive	\$6,087.54
190	4007	240-820-36	2963 Neil Jerome Drive	\$6,087.54

191	4007	240-820-37	2953 Neil Jerome Drive	\$6,087.54
192	4007	240-820-38	2943 Neil Jerome Drive	\$6,087.54
193	4007	240-820-39	2933 Neil Jerome Drive	\$6,087.54
194	4007	240-820-40	2923 Neil Jerome Drive	\$6,087.54
195	4007	240-820-41	2938 Ellis Town Drive	\$6,087.54
196	4007	240-820-42	2944 Ellis Town Drive	\$6,087.54
197	4007	240-820-43	2948 Ellis Town Drive	\$6,087.54
198	4007	240-820-44	2954 Ellis Town Drive	\$6,087.54
199	4007	240-820-45	2958 Ellis Town Drive	\$6,087.54
200	4007	240-820-46	2964 Ellis Town Drive	\$6,087.54
201	4007	240-820-47	2968 Ellis Town Drive	\$6,087.54
202	4007	240-820-48	2974 Ellis Town Drive	\$6,087.54
203	4007	240-820-49	2978 Ellis Town Drive	\$6,087.54
204	4007	240-820-50	2984 Ellis Town Drive	\$6,087.54
205	4007	240-820-51	2988 Ellis Town Drive	\$6,087.54
206	4007	240-820-52	2994 Ellis Town Drive	\$6,087.54
207	4007	240-820-53	2998 Ellis Town Drive	\$6,087.54
208	4007	240-820-54	3004 Ellis Town Drive	\$6,087.54
209	4007	240-820-55	3008 Ellis Town Drive	\$6,087.54
210	4007	240-820-56	3014 Ellis Town Drive	\$6,087.54
211	4007	240-820-57	3018 Ellis Town Drive	\$6,087.54
212	4007	240-820-58	3024 Ellis Town Drive	\$6,087.54
213	4007	240-820-59	3028 Ellis Town Drive	\$6,087.54
214	4007	240-820-60	3034 Ellis Town Drive	\$6,087.54
215	4007	240-820-61	3038 Ellis Town Drive	\$6,087.54
216	4007	240-840-44	3134 Ellis Town Drive	\$6,087.54
217	4007	240-840-45	3144 Ellis Town Drive	\$6,087.54
218	4007	240-840-46	3154 Ellis Town Drive	\$6,087.54
219	4007	240-840-47	3164 Ellis Town Drive	\$6,087.54
220	4007	240-840-48	3174 Ellis Town Drive	\$6,087.54
221	4007	240-840-49	3184 Ellis Town Drive	\$6,087.54
222	4007	240-840-50	3194 Ellis Town Drive	\$6,087.54
223	4007	240-840-51	3204 Ellis Town Drive	\$6,087.54
224	4007	240-840-52	3214 Ellis Town Drive	\$6,087.54

225	4007	240-840-53	3224 Ellis Town Drive	\$6,087.54
226	4007	240-840-54	3234 Ellis Town Drive	\$6,087.54
227	4007	240-840-55	3244 Ellis Town Drive	\$6,087.54
228	4007	240-840-56	3254 Ellis Town Drive	\$6,087.54
229	4007	240-830-01	3039 Ellis Town Drive	\$6,087.54
230	4007	240-830-02	3035 Ellis Town Drive	\$6,087.54
231	4007	240-830-03	3029 Ellis Town Drive	\$6,087.54
232	4007	240-830-04	3025 Ellis Town Drive	\$6,087.54
233	4007	240-830-05	3019 Ellis Town Drive	\$6,087.54
234	4007	240-830-06	3015 Ellis Town Drive	\$6,087.54
235	4007	240-830-07	3009 Ellis Town Drive	\$6,087.54
236	4007	240-830-08	3005 Ellis Town Drive	\$6,087.54
237	4007	240-830-09	2999 Ellis Town Drive	\$6,087.54
238	4007	240-830-10	2995 Ellis Town Drive	\$6,087.54
239	4007	240-830-11	2989 Ellis Town Drive	\$6,087.54
240	4007	240-830-12	2985 Ellis Town Drive	\$6,087.54
241	4007	240-830-13	2979 Ellis Town Drive	\$6,087.54
242	4007	240-830-14	2975 Ellis Town Drive	\$6,087.54
243	4007	240-830-15	2969 Ellis Town Drive	\$6,087.54
244	4007	240-830-16	2965 Ellis Town Drive	\$6,087.54
245	4007	240-830-17	2959 Ellis Town Drive	\$6,087.54
246	4007	240-830-18	2955 Ellis Town Drive	\$6,087.54
247	4007	240-830-19	2949 Ellis Town Drive	\$6,087.54
248	4007	240-830-20	2945 Ellis Town Drive	\$6,087.54
249	4007	240-830-21	2939 Ellis Town Drive	\$6,087.54
250	4007	240-820-62	2905 Ellis Town Drive	\$6,087.54
251	4007	240-820-63	2895 Ellis Town Drive	\$6,087.54
252	4007	240-820-64	2885 Ellis Town Drive	\$6,087.54
253	4007	240-830-22	2920 Granger Street	\$6,087.54
254	4007	240-830-23	2926 Granger Street	\$6,087.54
255	4007	240-830-24	2930 Granger Street	\$6,087.54
256	4007	240-830-25	2936 Granger Street	\$6,087.54
257	4007	240-830-26	2940 Granger Street	\$6,087.54
258	4007	240-830-27	2946 Granger Street	\$6,087.54

259	4007	240-830-28	2950 Granger Street	\$6,087.54
260	4007	240-830-29	2956 Granger Street	\$6,087.54
261	4007	240-830-30	2960 Granger Street	\$6,087.54
262	4007	240-830-31	2966 Granger Street	\$6,087.54
263	4007	240-830-32	2970 Granger Street	\$6,087.54
264	4007	240-830-33	2976 Granger Street	\$6,087.54
265	4007	240-830-34	2980 Granger Street	\$6,087.54
266	4007	240-830-35	2986 Granger Street	\$6,087.54
267	4007	240-830-36	2990 Granger Street	\$6,087.54
268	4007	240-830-37	2996 Granger Street	\$6,087.54
269	4007	240-830-38	3000 Granger Street	\$6,087.54
270	4007	240-830-39	3006 Granger Street	\$6,087.54
271	4007	240-830-40	2991 Granger Street	\$6,087.54
272	4007	240-830-41	2979 Turner Avenue	\$6,087.54
273	4007	240-830-42	2969 Turner Avenue	\$6,087.54
274	4007	240-830-43	2959 Turner Avenue	\$6,087.54
275	4007	240-830-44	2949 Turner Avenue	\$6,087.54
276	4007	240-830-45	2939 Turner Avenue	\$6,087.54
277	4007	240-830-46	2929 Turner Avenue	\$6,087.54
278	4007	240-830-47	2919 Turner Avenue	\$6,087.54
279	4007	240-830-48	2909 Turner Avenue	\$6,087.54
280	4007	240-830-49	2899 Turner Avenue	\$6,087.54
281	4007	240-830-50	2889 Turner Avenue	\$6,087.54
282	4007	240-830-51	2879 Turner Avenue	\$6,087.54
283	4007	240-830-52	2829 Turner Avenue	\$6,087.54
284	4007	240-830-53	2819 Turner Avenue	\$6,087.54
285	4007	240-830-54	2809 Turner Avenue	\$6,087.54
286	4007	240-830-55	4040 Ryan Serpa Way	\$6,087.54
287	4007	240-830-56	4060 Ryan Serpa Way	\$6,087.54
288	4007	240-830-57	4080 Ryan Serpa Way	\$6,087.54
289	4007	240-830-58	4100 Ryan Serpa Way	\$6,087.54
290	4007	240-830-59	4120 Ryan Serpa Way	\$6,087.54
291	4007	240-830-60	4140 Ryan Serpa Way	\$6,087.54
292	4007	240-830-61	4141 Ryan Serpa Way	\$6,087.54

293	4007	240-830-62	4121 Ryan Serpa Way	\$6,087.54
294	4007	240-830-63	4101 Ryan Serpa Way	\$6,087.54
295	4007	240-830-64	4081 Ryan Serpa Way	\$6,087.54
296	4007	240-830-65	2878 Turner Avenue	\$6,087.54
297	4007	240-830-66	2888 Turner Avenue	\$6,087.54
298	4007	240-830-67	2898 Turner Avenue	\$6,087.54
299	4007	240-830-68	2908 Turner Avenue	\$6,087.54
300	4007	240-830-69	2918 Turner Avenue	\$6,087.54
301	4007	240-830-70	2928 Turner Avenue	\$6,087.54
302	4007	240-830-71	2938 Turner Avenue	\$6,087.54
303	4007	240-830-72	2948 Turner Avenue	\$6,087.54
304	4007	240-830-73	2947 Granger Street	\$6,087.54
305	4007	240-830-74	2941 Granger Street	\$6,087.54
306	4007	240-830-75	2937 Granger Street	\$6,087.54
307	4007	240-830-76	2931 Granger Street	\$6,087.54
308	4007	240-830-77	3010 Granger Street	\$6,087.54
Total				\$ 1,874,962.32

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS WESTERN PARK AND ELLIS ORCHARD PARK BETWEEN CITY AND LS-TRACY, LLC, LOCATED WITHIN ELLIS PHASE 3 – TOWN AND COUNTRY TRACT 4007, AND 2) AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, LS-Tracy LLC (Subdivider) is the owner of Ellis Phase 3 – Town & Country (Tract 4007); and

WHEREAS, The Tentative Map for Ellis Phase 3 – Town & Country (Tract 4007) was approved by the Planning Commission on May 08, 2019; and

WHEREAS, The Final Subdivision Maps for Tract 4007 was approved by City Council Resolution No, 2019-012 on May 19, 2021; and

WHEREAS, The Subdivider will construct the Ellis Western Park on a 2.86-acre parcel (Parcel “E” of Tract No. 4007) located on Ellis Town Drive, Ryan Serpa Way, Miner Drive and Rio Grande Drive; and

WHEREAS, The Subdivider will construct Ellis Orchard Park on a 1.29-acre parcel (Parcel “F” of Tract No. 4007) located on Ellis Town Drive; and

WHEREAS, On January 6, 2023, Surland Communities, LLC (owner and developer of the Ellis Town & Country Tract 4007) signed an Assignment of Reimbursement Rights with the Subdivider, where Surland assigns to the Subdivider any reimbursements of Neighborhood Park fees paid; and

WHEREAS, In accordance with City Municipal Code, the Subdivider is eligible to receive neighborhood park fee credits in exchange for building Western and Orchard parks; and

WHEREAS, Since Subdivider has already paid the neighborhood park fee for all 308 lots, the City prepared the Agreement that describes the refund of park fees paid; and

WHEREAS, Upon execution of this Agreement and provision to the City of the required improvement security, the Project Subdivider will receive a refund in the amount of \$1,874,962.32; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby 1) approves the Subdivision Improvement Agreement for Ellis Western Park and Ellis Orchard Park between City and LS-Tracy, LLC, located within Ellis Phase 3 – Town and Country Tract 4007, and 2) authorizes the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17th day of January 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.Q

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Tripepi Smith and Associates, Inc. for economic development marketing and communication services for a three-year term and a total not-to-exceed amount of \$106,000.

EXECUTIVE SUMMARY

This item for consideration by the City Council authorizes the City of Tracy to enter into a Professional Services Agreement with Tripepi Smith and Associates, Inc., attached herein as Attachment A, for Economic Development Marketing and Communication Services. In July 2022, the City issued a Request for Qualifications and Proposals (RFQ/P) for Economic Development Marketing and Communications Consultant Services. The City received twelve (12) proposals and an internal evaluation and scoring committee selected Tripepi Smith and Associates as the top candidate.

Tripepi Smith is a full-service marketing and creative services firm based out of southern California. Their services are tailored for local government and include graphic design, digital content creation, branding, marketing, advertising, public relations, video production, website support, digital metrics and data analysis, photography, and other technical and creative services.

Tripepi Smith is well-versed in the needs of the City and is eager to continue and expand upon its existing comprehensive marketing campaign efforts initiated in 2017. Tripepi Smith's scope of work is outlined in the Professional Services Agreement (Attachment A). The agreement will be funded through the Economic Development operating budget.

BACKGROUND

On June 14, 2022, the City of Tracy released an RFQ/P for Economic Development Marketing and Communication Consultant Services. These services will support the Economic Development and Communication Divisions with strategic marketing, advertising, graphic design, messaging, digital analytics, and website content creation assistance. Following the RFQ/P deadline of July 14, 2022, the City received inquiries regarding the noticing and solicitation of the RFQ/P, and in response, staff reopened the RFQ/P on September 15, 2022 and extended the deadline to September 30, 2022.

The City received twelve (12) proposals by the RFQ/P deadline and formed an internal evaluation and scoring committee to review and rank proposals. After thorough review and discussion, Tripepi Smith was selected as the top candidate for the following reasons: experience providing services outlined in RFQ/P; demonstrated understanding of work to be performed and innovative approaches as it pertains to marketing, promoting, and messaging for the City of Tracy; connection to and knowledge of the Tracy community; professional qualifications and references; and proposed contract amount.

The City of Tracy has utilized Tripepi Smith & Associates since FY 2017-2018 to develop and

implement its Economic Development Marketing Campaign, update the City Style and Branding Guide, design logos and graphics, track social media data analytics, produce promotional and informational videos, and other communications related support. Tripepi Smith has worked effectively to meet the City's marketing and outreach goals and has done an excellent job anticipating the needs of staff and delivering projects on time, within budget, and reflective of the City's branding and messaging.

FISCAL IMPACT

The agreement will be funded through the Economic Development operating budget.

STRATEGIC PLAN

This agenda item supports the City Council's Economic Development Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a Professional Services agreement with Tripepi Smith and Associates, Inc. for economic development marketing and communication services for a three-year term and a total not-to-exceed amount of \$106,000.

Prepared by: Vanessa Carrera, Assistant to the City Manager

Reviewed by: Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

- A – City of Tracy Professional Services Agreement with Tripepi Smith & Associates, Inc. for Marketing & Communication Services.
- B – Tripepi Smith & Associates, Inc. proposal for Economic Development Marketing and Communication Services.

ATTACHMENT A

CITY OF TRACY PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES, INC. for Marketing and Communication Services

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Tripepi, Smith & Associates, Inc., a California Corporation (Consultant). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant to perform marketing and communication services; and
- B.** On June 14, 2022, the City issued a Request for Qualifications and Proposals for Communications, Marketing, and Economic Development Consultant Services. In July 2022, Consultant submitted a proposal to the City. City has determined that Consultant possesses the skills, experience, and certification necessary to perform the services.
- C.** After negotiations between the City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on January 17, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Ryder Todd Smith. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin on February 1, 2023 and end on February 1, 2026, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$106,000. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is

not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

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

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

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

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
Karin Schnaider
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Ryder Todd Smith
P.O. Box 52152
Irvine, CA 92619

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

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

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

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

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

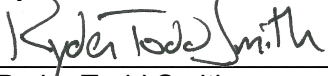
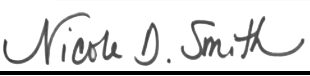
13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

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

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

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

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

City of Tracy	Tripepi, Smith & Associates, Inc.
By: Nancy Young Title: Mayor Date: _____	 By: Ryder Todd Smith Title: President Date: 1/11/2023
Attest: _____ Adrianne Richardson, City Clerk	 By: Nicole D. Smith Title: Chief Financial Officer Date: 1/11/2023
Approved as to form: _____ Bijal Patel, City Attorney	Federal Employer Tax ID No. 73-1642614

Exhibits:

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

EXHIBIT A Scope of Services

SCOPE OF SERVICES

Tripepi Smith will develop and expand upon the City's existing marketing and communication initiatives to support its strategic economic development, public outreach and engagement efforts. The contract scope of work includes:

TIME OF PERFORMANCE

The term of this Agreement shall begin on February 1, 2023 and end on February 1, 2026, unless terminated in accordance with Section 6 of the Professional Services Agreement.

ADVERTISING CAMPAIGN

- Review existing messaging and develop new messaging, refine market differentiation, and key economic development points, update creative ads/visual designs, refine target audiences, and continue to deliver messaging for the online digital economic development campaign.
- Develop and implement digital advertising campaigns on social media platforms (e.g. Facebook, LinkedIn, Instagram, and/or Google) that target intended audiences for different purposes and driving traffic to Economic Development and/or City website.
- Continue exploration and execution of additional advertising opportunities such as (but not limited to) airports, trains or metro lines, buses, radio, publications, etc.
- Refine Economic Development advertising campaign strategic plan document that outlines campaign goals, actions, timelines, and proposed outcomes, as requested.
- Assist City with scripting, filming, editing, motion graphics and any video-oriented or photo-oriented requests.

MONTHLY METRICS

- Provide monthly dashboard metric reports on social media platform engagement and website traffic, including City of Tracy accounts and Constant Contact newsletters.

GRAPHIC DESIGN

- Develop print and digital ad designs that relate to the existing economic development digital advertising campaign.
- Graphic design support for various projects, such as but not limited to print ads in publications, posters, brochures, social media graphics, website graphics, etc.
- Update the style and branding guide to include any additions or edits that may arise, such as template formats, business card updates and/or sub-brand logo usage.

WEBSITE/TECHNICAL ASSISTANCE

- Assist staff to ensure cohesive messaging on Economic Development website in relation to digital ad campaign messaging.
- Provide support and content creation to Tracy staff on the City website and Economic Development website.
- Assist Tracy Staff to improve SEO on webpages.
- Provide support with transferring content on the Economic Development

website to the City website. *If requested, Tripepi Smith will provide the City with a quote for content transfer and will work with staff to determine cost, scope, timeline, and logistics.*

OTHER

- Onsite visit(s) from Tripepi Smith staff to present metrics, progress of ad campaign and engagement to City Staff and/or City Council, as needed.

EXHIBIT B Compensation

Services will be billed on a time and materials basis (ad hoc) using Tripepi Smith's standard hourly rates below.

PERSONNEL

Provided is the 2022-2023 standard ad hoc hourly rates for Tripepi Smith and Associates. The contract amount shall not exceed \$106,000 over a three-year term. The cost estimate for each year, which includes a projected 8% Consumer price Index (CPI) rate increase (reflecting current inflation trends) is: Year 1 - \$32,500; Year 2 - \$35,100; Year 3 - \$37,908. Tripepi Smith will increase the hourly rate for all resources by five percent (5%) or the regional CPI index – whichever is higher – on the anniversary of the contract each year.

Most of the scope of work will be completed by the Senior Business Analyst, Business Analyst, and Graphic Designer at the rates listed below.

Travel Fees: Tripepi Smith will be reimbursed for travel expenses related to the scope of work when the travel is preauthorized by the client. Travel time to Tracy will be billed at half rate.

Equipment Fees: Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

- \$350 half-day (less than 4 hours) video equipment fee
- \$550 full-day (4 or more hours) video equipment fee
- \$500 drone equipment fee

Resource	Hourly Rates
Principal	\$281
Director	\$209
Senior Business Analyst	\$167
Business Analyst	\$108
Junior Business Analyst	\$81
Senior Videographer/Animator	\$174
Photographer/Videographer	\$114
Senior Graphic Designer	\$156
Graphic Designer	\$108
Website Designer/Programmer	\$150
Drone Operator	\$179



RFP response submitted for:

CITY OF TRACY

Communications, Marketing and Economic Development Services



Submitted: September 28, 2022

By: President Ryder Todd Smith and Senior Business Analyst Melanie James

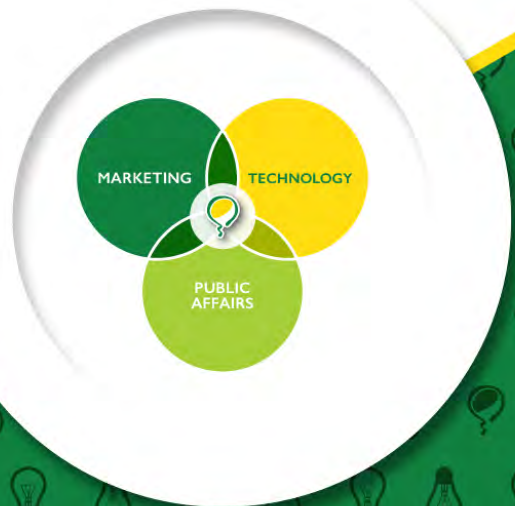
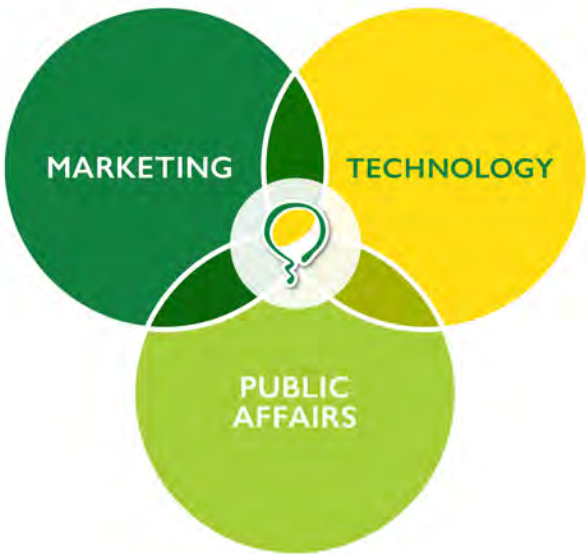




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INTRODUCTION

Thank you for this opportunity to propose on the continuation of the Communications, Marketing and Economic Development Services for the City of Tracy. The following proposal is for the continuation of marketing services that includes, but is not limited to social media management, check-in calls, metrics reporting, advertising campaign strategy and management, graphic design support, video production support and communications support.

Tripepi Smith has proposed to continue the ad hoc relationship we currently have for our general marketing support for the City for both the Economic Development and Communications departments. This arrangement accommodates the various services requested and provides flexibility for both parties to develop a comprehensive strategy and marketing message. The Communications, Marketing and Economic Development Services scope proposed here will refresh and continue the existing online campaign, style guide updates, expanded metric reporting, graphic design services, and more.

We have a strong history of working with Tracy and bringing projects to successful conclusions, along with familiarity with the people, the brand of the City and look forward to continuing to work with the City of Tracy.

Regards,

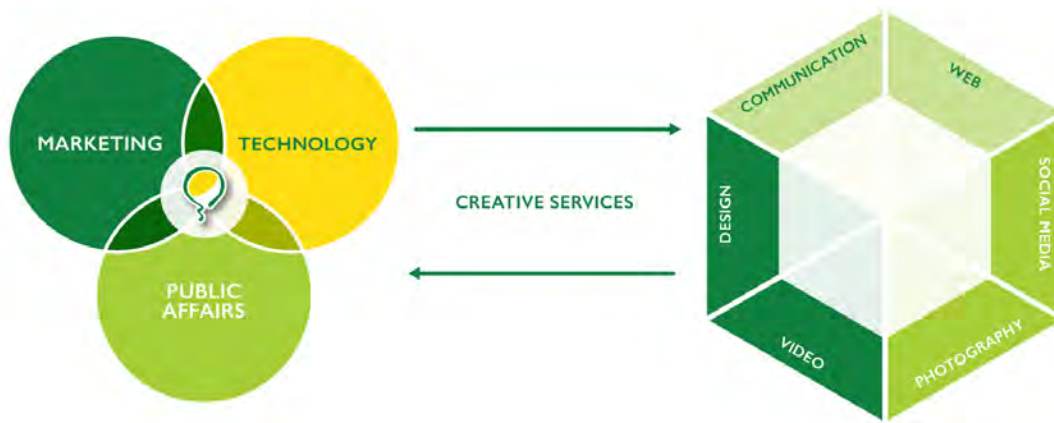
Ryder Todd Smith
Co-Founder & President, Tripepi Smith
ryder@tripepismith.com • (626) 536-2173 • Fax: (949) 679-8371
PO Box 52152, Irvine, CA 92619



COMPANY PROFILE

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels at all aspects of public affairs, including video production. Founded in 2000 and incorporated in 2002 as a California Corporation, Tripepi Smith is based in Orange County. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith delivers public meeting video production services tailored for local government including related services such as graphic design, non-linear editing, event production, and technical support on complex audio-visual installations.



Tripepi Smith's team of 46 communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Tripepi Smith has a spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks to both execute faster and reduce engagement costs. These skills vary by both years of experience and core hard skills (website and graphic design, videography, writing, and social media, for examples). At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from two in-house accredited public relations (APR) professionals. Government affairs experts and policy wonks innovate for our dozens of municipal clients. Thirteen full-time creative professionals generate compelling websites, design, branding, social media, photography and video. One full-time FAA certified drone pilot captures captivating footage for videos and photos. Tripepi Smith also has a full-scale video production team with extensive cablecasting, event production, and A/V expertise. The result: we have an ability to tell a complete story across mediums all within our one team.

Our firm operates in a virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team—composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists—is located throughout California, Arizona, New Mexico, Texas, and Tennessee.



Grounded in Civic Affairs

Co-Founder and CFO Nicole Tripepi Smith is a second-generation civic affairs professional (her father was a city manager for 28 years), and Co-Founder and President Ryder Todd Smith brings more than a decade of public agency marketing and communications experience to the table.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of technology, marketing and public affairs. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the technology and creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

Tripepi Smith Testimonial

“ Since districting was entirely new to our community, we wanted to ensure our residents understood how this would change our municipal elections and how they could actively participate in the process.

We knew we could rely on our trusted consultants, Tripepi Smith, to educate the public and empower residents to make their voices heard throughout this important process. ”

Matthew Bronson

City Manager,
City of Grover Beach



Creative

Tripepi Smith's creative and technological professionals have worked with public and private clients on imagery, videography, graphic design and user experience in an array of projects. Our firm offers creative services that address not only traditional media such as websites, print, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production, cablecasting and more. This integrated approach to content development makes the process more efficient and more effective for clients.



Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution there is no IMPACT.

Tripepi Smith Testimonial

“

At the City of Lomita, keeping our community updated and maintaining a relationship with our residents is a top priority.

Tripepi Smith has proven to be a tremendous help in ensuring our priorities are met. The knowledge and expertise brought in by their team is invaluable and has exceeded our expectations of what could be accomplished.

”

Ryan Smoot

City Manager,
City of Lomita



Services Offered

Strategy, Marketing, Communications

- Strategic development, research, surveys, messaging
- Social media management
- Web and social media strategy, optimization (SEO), metrics
- Web hosting and support
- Email campaigns
- Relations (media, stakeholders, public, government)
- Support and training for events, presentations and virtual gatherings
- Google AdWords, LinkedIn and Facebook advertising

Creative Services

- Full-scale Video production and animation, including event production
- Full-service graphic design for digital, print and outdoor
- Photography, illustration and information graphics
- Web design and implementation
- Brand and logo development
- Content generation, writing and editorial
- Output services (digital distribution, print management, mail management)

Conflict of Interest Disclosure and Ethics

Tripepi Smith operates in a complex marketplace that is more political than most industries. As a result, conflicts of interest (real or perceived) can arise. The first and foremost obligation of Tripepi Smith is to outline all existing client relationships to prospects so as to let the prospect determine if a conflict exists. At this time, Tripepi Smith does not see any conflicts with our client work and the City of Bellflower. Read more about Tripepi Smith's commitment to ethics at tripepismith.com/about-us/#ethics



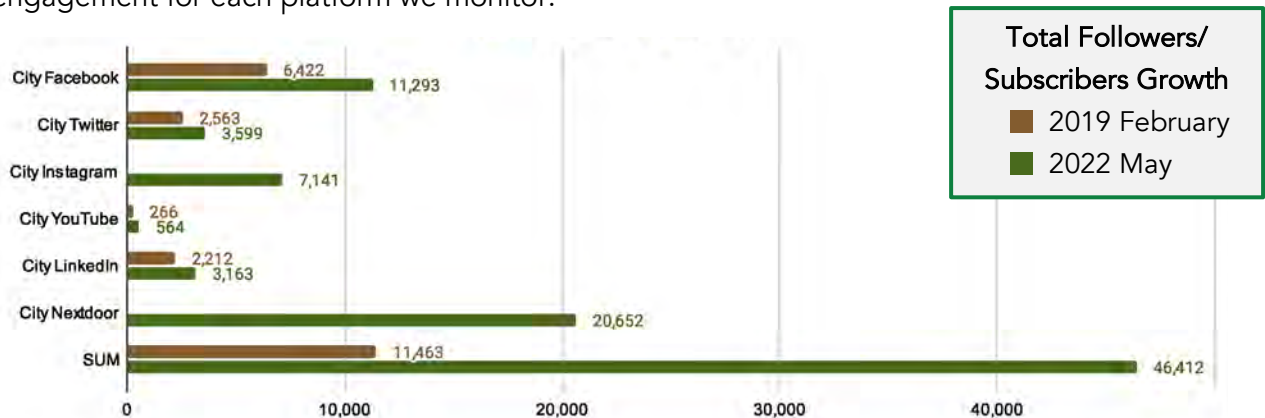
OUR HISTORY WITH CITY OF TRACY

Tripepi Smith was first engaged in 2017 to assist the Economic Development Department to create and implement a marketing plan to drive engagement, awareness, and increase economic development within the City of Tracy. This engagement began small with social media and google advertising campaigns. Then in 2018, Tracy also engaged us to do graphic design work and refresh the existing style and branding guide while continuing our social media and google campaign work which was also growing. In 2019, we continued our Economic Development Campaign engagement but shifted its focus more on business attraction while still providing graphic design support and campaign metrics to monitor the status of all the campaigns and strategically adjusting campaigns when they underperformed. When the pandemic hit in early 2020, Tripepi Smith shifted focus from business attraction campaign to help the Communications and Economic Development Department with community and shop local campaign messaging, as well as services that people could access during the pandemic to continue providing support to Tracy businesses and residents. In 2021, once the pandemic began to taper off and businesses were able to open back up full-time, we resumed our Economic Development Campaign focusing on business attraction, continued the shop local campaign messaging to support local businesses in the City, provided graphic design and social media support for the Communications Department, and also expanded our work to promote tourism in the City of Tracy with help from the San Joaquin County's Tourism Recovery funding agreement. During this time, we also produced the City's Virtual State of the City video titled "2021 Team Tracy Address". Tripepi Smith assisted with script review, onsite filming of the Mayor and Councilmembers, capturing b-roll and using existing footage from the City, post-production editing together the 19 minute video and assisting the City with debuting it on YouTube and Facebook. The video can be viewed on City's YouTube channel at <https://youtu.be/oOD2hTC237g>.

We began metrics reporting in 2019 and have provided monthly metrics throughout our engagement with the city. The metrics are used to monitor and manage the different social media and google campaigns to drive engagement, expand reach and messaging, and continue increasing followers for the City. In mid-2021, we also add the Tracy Police Department to the metrics reporting to provide PD with insight on the posts and engagement on their platforms.



From February 2019 to May 2022, Tripepi Smith has help Tracy increase followers and engagement across all social media platforms. Below is a graph demonstrating the increase in engagement for each platform we monitor:



In addition to social media metrics and increasing engagement, Tripepi Smith has also provide high-quality graphic design support in a myriad of formats (digital, branding, and print). Below are some samples of work we've done over years for the City of Tracy:

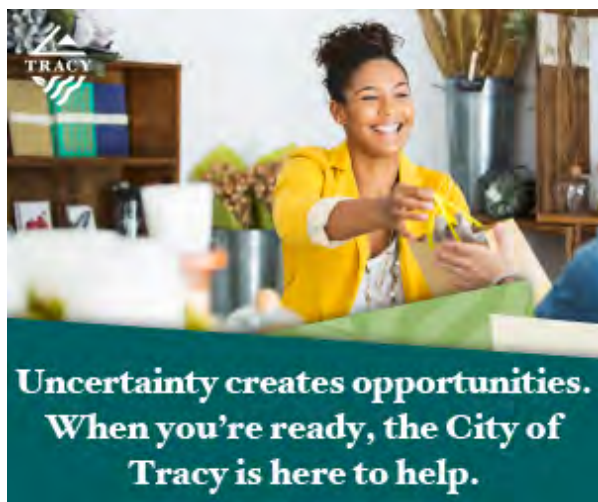


Shop Local Campaign Logo





Sample of ED Business Attraction Remarketing Google Ads



Sample of Shop Local Campaign Social Media Posts



These are just a few samples of the some of the more recent work we've with the City, but it shows the breadth of work we provide to enhance the marketing and communications for the City of Tracy and it's staff.



SCOPE OF WORK

The Tripepi Smith team brings expertise in all areas of marketing and communications and is prepared to continue the Communications, Marketing and Economic Development Services for the City of Tracy. Tripepi Smith is well-versed in the needs of the City and eager to continue to develop and expand on the existing comprehensive marketing campaign efforts.

Possible work for the requested scope of work includes, but is not limited to, the following:

ADVERTISING CAMPAIGN

- Review existing messaging and develop new messaging, refine market differentiation, and key economic development points, update creative ads/visual designs, refine target audiences, and continue to deliver messaging for the online digital economic development campaign.
- Continue digital advertising campaigns on social media platforms (e.g. Facebook, LinkedIn, Instagram, and/or Google) that target intended audiences for different purposes and driving traffic to Economic Development and/or City website.
- Continue exploration and execution of additional advertising opportunities such as (but not limited to) airports, trains or metro lines, buses, radio, publications, etc.
- Refine Economic Development advertising campaign strategic plan document that outlines campaign goals, actions, timelines, and proposed outcomes, as requested.
- Assist Tracy team with scripting, filming, editing, motion graphics and any video-oriented or photo-oriented requests.

MONTHLY METRICS

- Provide monthly dashboard metric reports on social media platform engagement and website traffic, including City of Tracy accounts, Tracy Police Department accounts, and Constant Contact Newsletters.

GRAPHIC DESIGN

- Develop print and digital ad designs that relate to the existing economic development digital advertising campaign.
- Graphic design support for various projects, such as but not limited to, print ads in publications, posters, brochures, social media graphics, website graphics, etc.
- Update the style and branding guide to include any additions or edits that may arise, such as template formats, business card updates and/or sub-brand logo usage.

WEBSITE/TECHNICAL ASSISTANCE

- Assist staff to ensure cohesive messaging on economic development website in relation to digital ad campaign messaging.
- Provide support and content creation to Tracy Staff on the City Website and Economic Development website.



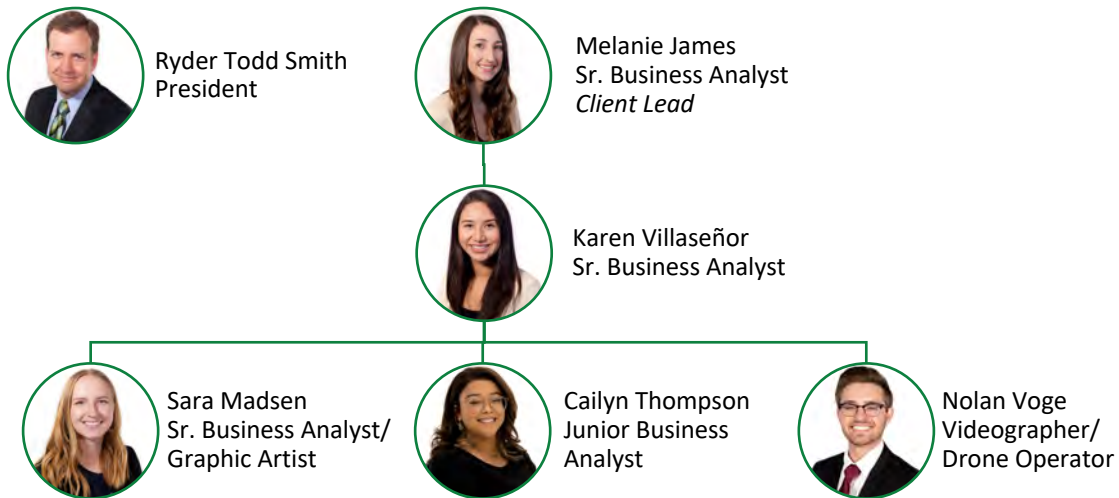
- Assist Tracy Staff to improve SEO on webpages (may include working with Granicus support)
- Provide support with content transfer of the content on the Economic Development website to the City website. *If requested, Tripepi Smith will provide the City with a quote for content transfer for the ED website content transfer work and will work with Tracy to determine cost, scope, timeline, and logistics.*

OTHER

- Onsite visit(s) from Tripepi Smith staff to present metrics, progress of ad campaign and engagement to City Staff and/or City Council, as needed.



PROJECT TEAM



Melanie James will be the project lead and provide project management support on a day-to-day basis, graphic design services and in-person attendance at meetings and presentations. **Karen Villaseñor** will provide strategy expertise on Google Analytics and AdWords, search engine marketing tools, and will also attend in-person meetings and presentations. **Cailyn Thompson** will provide social media management, advertising management, metrics reporting, and Google Analytics and AdWords support. **Sara Madsen** will provide graphic design support, as needed. **Nolan Voge** will provide videography services, as needed. **Ryder Todd Smith** will provide onsite council presentations as needed and assist staff with any industry-specific expertise or strategic engagements. If the City requires other services outside the scope of work, Tripepi Smith will provide additional resources at our hourly ad hoc rates.

Bios

Resumes are available for the listed team upon request.

Ryder Todd Smith – President

Ryder has over 20 years of experience in government relations, technology and marketing. As president, he leads Tripepi Smith and is the ultimate project owner of its clients, which span over 90 public, private and non-profit agencies. Ryder is also the creator of the City Internet Strategies Study, publisher of the Civic Business Journal and a frequent speaker on the local government circuit. Additionally, his insights have been published by industry-leading publications, such as Western City Magazine and Public Management Magazine, and local government professional organizations, such as the California City Management Foundation and Municipal Management Association of Northern California have recognized and awarded his support as a longtime partner.

Ryder graduated from Claremont McKenna College (CMC) with a Bachelor of Arts in philosophy, politics, economics and a dual degree in economics and served as President of the 10,000-member Alumni Association from 2008 – 2010. He now volunteers his time as vice chair



of the Rose Institute of State and Local Government at CMC and is a former planning commissioner for the City of Tustin.

Melanie James – Senior Business Analyst

Melanie James is a talented graphic artist, expert on the WordPress platform, a skilled project manager and a lead for Tripepi Smith's cablecasting and videography services. She has managed and delivered dozens of successful website development projects and has a full suite of creativity skills rooted in her formal graphic arts education. Her skills cover the full Adobe Creative Suite and into HTML and CSS. In addition, she has managed an array of projects ranging from robust digital advertising campaigns to comprehensive video production projects. She has worked as the lead project manager and graphic designer for the City of Tracy since 2019.

Her clients include City of Tracy, City of Daly City, City of Bellflower, City of Huntington Beach, City of Fullerton, City of La Cañada Flintridge, City of Menifee, City of Paramount, Santa Clara County Fire Department, and Placer Mosquito Vector Control District.

Karen Villaseñor – Senior Business Analyst

Karen Villaseñor is a Senior Business Analyst with Tripepi Smith. She received her Bachelor of Science in Communication, with an emphasis in Public Relations, from California State Polytechnic University, Pomona. Karen brings unique local government experience and insight to the Tripepi Smith team. Having delivered both in-depth research and hands-on work for various public agencies and organizations over the past few years, she assists clients in leveraging their social media and online platforms to connect with their communities. Additionally, backed by first-hand experience in working with city managers and city staff, she is passionate about shaping positive and transparent relationships between local government agencies and the residents they serve. She has worked as the lead social media manager and analytics expert for the City of Tracy since 2019.

Her client work includes City of Tracy, City of American Canyon, City of Benicia, California Choice Energy Authority, Clean Energy Alliance, SCV Water, Mt. San Antonio Gardens, City of Palmdale, and Pomona Choice Energy.

Karen is a certified Hootsuite Social Marketing Professional, Facebook Blueprint Planning Professional and Constant Contact Solutions Provider. She also holds certifications in Google Analytics and Google Ads Search and has completed LinkedIn's former advertising course, Advertising on LinkedIn, as well as the University of Southern California's Executive Education Forum for Local Leaders.

Cailyn Thompson – Junior Business Analyst

Cailyn Thompson brings a strong work ethic and open-minded dynamic to the Tripepi Smith Team with a background in recreation, collegiate athletics and event management. She recently graduated from St. John's University (SJU) with a Master of Business Administration degree in Strategic Management and a Bachelor of Science degree in Sport Management with a minor in Business Administration. She developed her skills in leadership, organization and event management in her time at SJU with on-campus internships, the graduate assistantship



program and summer employment with the City of Cypress Recreation. Cailyn provides social media management, marketing and communications support, metrics reporting, communication assessments to many Tripepi Smith clients. She has worked as the social media, ad campaign, metrics reporting support for the City of Tracy since 2021.

Cailyn is a certified Hootsuite Social Marketing Professional. Her client work includes the City of Tracy, City of La Cañada Flintridge, City of Hercules, City of Renton, City of Fontana, City of Benicia, City of Carson, City of Pinole, and City of Saratoga.

Sara Madsen – Senior Business Analyst/Graphic Artist

Sara Madsen is a talented graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. During her time with the non-profit, she advanced her strategic approach to graphic design. As a continuation of her interest in non-profits, NGOs, and the public sector, Sara tackles graphic design, digital marketing and web development projects for clients and Tripepi Smith.

Her clients include City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, City of Culver City, City of Palm Desert, City of Palmdale, California Choice Energy Authority, Santa Clarita Valley Water, California Joint Powers Insurance Authority, Renne Public Law Group and Civiltec Engineering.

Nolan Voge – Videographer

Nolan Voge offers creative insight and technical solutions to the Tripepi Smith team with extensive knowledge in video systems, creative media projects and venue production. As a recent graduate of San Diego State University (SDSU), he received a Bachelor of Science degree in Television, Film and New Media with an emphasis in Production and a minor in Theatre Arts. He displayed his strong work ethic outside of the classroom by participating in nearly sixty projects relating to production. He further enhanced his experience as a content creator for the College of Education at SDSU, followed by employment in the government space. He previously practiced event videography, project management and his knowledge of video systems, computer systems and software with Empire Media Productions. He has provided video production support and strategy sessions for the City of Tracy since 2022, including editing the latest City of Tracy 2022-23 Budget Overview video.

Nolan is Hootsuite Social Marketing certified and holds a certification in Dante for audio solutions in production work. His client work includes City of Bellflower, City of Fullerton, City of Indian Wells, City of Lancaster, City of Menifee, City of Tracy, City of Villa Park, and California Joint Powers Authority.



ESTIMATED COST OF ENGAGEMENT

Given the diversity of needs and the probability that the scope of work will change as a strategy is developed and the campaigns adapt, Tripepi Smith suggests continuing a time and materials (T&M) engagement with the City of Tracy. This affords the most flexibility to both parties. If a repeatable monthly need is established or a broader plan is developed, Tripepi Smith could then provide a fixed price/monthly retainer option to the City.

The City should allocate \$32,500 to sustain our work and allow for some expanded scope for ad hoc support in the coming fiscal year 2022-23. This amount does not include advertising budget for the online ad campaign. These funds should be sufficient to support the continued development of key message points and audience targeting, refinement of the existing online digital campaign strategy, continued monthly dashboard metric reports, graphic design services, video production support and assistance on the ED and City website.

If the City wishes to extend the term of the engagement for three years from July 1, 2022 to June 30, 2025, the estimated cost to continue the existing scope of work will be \$105,508.00 time and materials (Year 1: \$32,500; Year 2: \$35,100; Year 3: \$37,908). This estimate includes a projected 8% CPI index rate increase (reflecting current inflation trends). The City may also extend the engagement for additional subsequent years.

Ad Hoc Rate Schedule

The following rate schedule will apply for the following 12 months of our engagement with the City of Tracy for all work outlined in the scope above.

Most of the scope will be completed by the **bolded** resources at the rates listed below. Other resources may be used, when required, as the scope of the engagement evolves.

FY 2022-23 Standard Hourly Rates

Resource	Rates
TS Principal	\$281.00/hour
TS Director	\$209.00/hour
TS Senior Business Analyst	\$167.00/hour
TS Business Analyst	\$108.00/hour
TS Junior Business Analyst	\$81.00/hour
TS Senior Graphic Design	\$156.00/hour
TS Graphic Design	\$108.00/hour
Senior Videographer/Animator	\$174.00/hour
Videographer/Photographer	\$114.00/hour
Website Designer/Programmer	\$150.00/hour
Drone Operator	\$179.00/hour



Payment Terms & Annual Increases

Tripepi Smith will invoice for time at the end of each month. Terms are net 30 days.

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours.

Annual Increases

Tripepi Smith will increase the hourly rate for all resources by five percent (5%) or the regional CPI index – whichever is higher – on the anniversary of the contract each year.

Travel Fees

Tripepi Smith will be reimbursed for travel expenses related to our work when the travel is pre-authorized by the client. Travel time to Tracy will be billed at half rate.

Other Costs

Because Tripepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

\$550 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours. \$350 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

\$500/day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Print & Advertising Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital promotion, media placement	No Fees	10%

Print Costs: Tripepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Tripepi Smith typically has the printer bill the client directly for work. Tripepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair



pricing for our clients. If Tripepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Tripepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team. If a Tripepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Media Placement: Purchase fees for advertising media space is not included on Tripepi Smith advertising proposals. Usually, clients contract directly with media, but in the event Tripepi Smith covers these fees, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO– digital public affairs news, reaching over 10,000 CA government executives

<https://www.publicceo.com>

Civic Business Journal – digital interest stories about the people in local government

<https://www.civicbusinessjournal.com>

FlashVote – planning, implementing, measuring civic surveys

<https://www.flashvote.com>

TS Talent Solutions – talent search services for local government and related agencies

<https://tstalentsolutions.com>



REFERENCES

	Description
City of American Canyon Jen Kansanback Communications Manager 707.647.5355 jkansanback@cityofamericancanyon.org Period: 2019 to present	On-demand crisis communications, platforms review, policy strategy expertise, graphic design, content production support, video production support, event management and facilitation, photography services, media outreach, social media management, communications and leadership strategy, metric reporting, website content updates, copywriting services, quarterly communications calendar planning, professional development training.
City of Culver City Shelly Wolfberg Asst. to the City Manager 310.253.6008 shelly.wolfberg@culvercity.org Period: 2017 to present	Communications Assessment, strategy and action items, social media management, social media and media monitoring, ongoing communications support, videography, monthly metrics reporting, photography, graphic design, bi-weekly client calls and crisis communications.
City of Duarte Dan Jordan City Manager 626.590.4633 djordan@accessduarte.com Period: 2014 to present	Communications Assessment, video production, photography, outreach and communication services, graphic design and branding, quarterly newsletter support, social media management, writing, website content updates, metrics reporting, weekly client calls, and quarterly strategy meetings.
City of La Cañada Flintridge Carl Alameda Assistant City Manager 818.790.8880 calameda@lcf.ca.gov Period: 2016 to present	Communications assessment, and on-demand communications support. Community newsletter generation, media relations management, video production, and strategic message development.
City of Indian Wells Peter Castro Deputy City Manager 760.346.2489 pcastro@indianwells.com Period: 2017 to present	Weekly client calls, social media management, metrics reporting, video production, graphic design, content development, photography services, drone services, website content updates, and strategic communications.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
TRIEPI SMITH AND ASSOCIATES, INC. FOR ECONOMIC
DEVELOPMENT MARKETING AND COMMUNICATION
CONSULTANT SERVICES FOR A THREE-YEAR TERM AND A TOTAL
NOT-TO-EXCEED AMOUNT OF \$106,000**

WHEREAS, on June 14, 2022, the City of Tracy released a Request for Qualifications and Proposals (RFQ/P) for Economic Development Marketing and Communication Consultant Services to support the Economic Development and Communication Divisions with strategic marketing, advertising, graphic design, messaging, digital analytics, and website content creation assistance; and

WHEREAS, the City received twelve (12) proposals and formed an internal evaluation and scoring committee to review and rank proposals; and

WHEREAS, after thorough review and discussion, Triepi Smith & Associates, Inc. was selected as the top candidate for the following reasons: experience providing services outlined in RFQ/P, demonstrated understanding of work to be performed and innovative approaches as it pertains to marketing, promoting, and messaging for the City of Tracy, connection to and knowledge of the Tracy community, professional qualifications and references, and proposed contract amount; and

WHEREAS, the City of Tracy has utilized Triepi Smith & Associates, Inc. since FY 2017-2018 to develop and implement its Economic Development Marketing Campaign, update the City Style and Branding Guide, design logos and graphics, track social media data analytics, produce promotional and informational videos, and other communications related support; and

WHEREAS, Triepi Smith & Associates, Inc. has worked effectively to meet the City's marketing and outreach goals and has done an excellent job anticipating the needs of staff and delivering projects on time, within budget, and reflective of the City's branding and messaging; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Tripepi Smith and Associates, Inc. for Economic Development Marketing and Communication Consultant Services for a three-year term and a total not-to-exceed amount of \$106,000.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 3.A

RECOMMENDATION

Approve by motion, after discussion, out-of-state travel for designated City Council Members to 1) Washington, D.C. for the following conference and lobbying trips: 2023 National League of Cities Congressional City Conference, a Federal Lobby Trip by the City of Tracy, and the San Joaquin Council of Governments Lobby Trip Known As The One Voice®; and 2) Dallas, Texas for the 2023 Public-Private Partnership Conference and Expo.

EXECUTIVE SUMMARY

Per the City Council travel policy, “expenses for international and out-of-state travel, other than the annual ‘One Voice®’ trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require(s) prior City Council approval.” To appropriately plan for Council Member attendance, the City Council will discuss various upcoming conferences and lobbying efforts to determine which members of the City Council, if any, will attend such conferences or lobbying trips on behalf of the City Council. The specific conferences and lobbying trips to be discussed are the following: 1) Washington, D.C. for the following conference and lobbying trips: 2023 National League of Cities Congressional City Conference, a federal lobby trip for the City of Tracy, and the 2023 San Joaquin Council of Governments federal lobby trip (One Voice®); and 2) Dallas, Texas for the 2023 Public-Private Partnership Conference and Expo. The Council shall approve any such out-of-state travel by motion.

BACKGROUND AND LEGISLATIVE HISTORY

San Joaquin County Council of Governments (SJCOG) has set the dates for their annual federal lobby trip, known as The One Voice® trip, for May 7 through May 12, 2023. This trip addresses topics of regional concern to federally-elected officials and staff in Washington D.C. and includes representatives from the SJCOG Board, Board alternates, and various elected officials and staff from the San Joaquin County region. The City’s travel policy does not require approval for the out-of-state travel related to the One Voice® trip.

In addition to the SJCOG’s federal lobby trip, the City of Tracy attends a separate federal lobby trip in Washington D.C., which has been scheduled for April 25 through April 28, 2023. This trip addresses topics of local concern to federally-elected officials and staff in Washington D.C. and includes representatives from the City Council, the City Manager, and various staff. Staff is supported by the City’s federal lobbyists, Townsend Public Affairs (TPA).

Beginning in 2022, the City Council requested conference attendance at The National League of Cities’ “Congressional City Conference” held in Washington D.C. For 2023, this conference will occur from March 26 through March 28, 2023. This conference brings “local leaders voices to Washington D.C. and provides them with the necessary tools and connections to build a brighter future for our nation’s cities, towns and villages”.

Also in 2022, the City Council requested conference attendance at the annual Public-Private Partnership Conference and Expo (P3C) held in Dallas, Texas. For 2023, P3C will occur from

March 6 through March 8, 2023. The Public-Private Partnership Conference & Expo unites leaders from states and localities, higher education institutions, and public agencies, with industry to discuss infrastructure challenges faced nationwide; and how innovations in project delivery, procurement, life cycle asset management, and technology can help solve critical issues.

This agenda item provides an opportunity for Council to discuss the request for out-of-state travel, by motion, if so desired determine which Council Member(s) are approved to attend each referenced trip.

FISCAL IMPACT

The annual appropriation for Council conference fee, travel, meals, and lodging is approximately \$5,000 per person. The City Council travel budget has approximately \$35,000 remaining of uncommitted funds. Depending on the requests for travel, an additional appropriation of funds will be required if more than seven travel events are selected. The request for appropriations will be included in the FY 2022/23 Second Quarter Budget Update in February 2023.

COORDINATION

The City of Tracy is an active participant in the San Joaquin Council of Government's federal lobbying efforts.

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Governance, Goal No. 1 "Model Good Governness, Teamwork, and Transparency".

ACTION REQUESTED OF THE CITY COUNCIL

Approve by motion, after discussion, out-of-state travel for designated City Council members to 1) Washington, D.C. for the following conference and lobbying trips: 2023 National League of Cities Congressional City Conference, a Federal Lobby Trip by the City of Tracy, and the San Joaquin Council of Governments Lobby Trip Known as The One Voice®; and 2) Dallas, Texas for the 2023 Public-Private Partnership Conference and Expo.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance

Approved by: Michael Rogers, City Manager

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, Lori Souza and Scott Arbogast to serve the remainder of two (2) vacated terms beginning January 18, 2023 and ending January 31, 2024 to the City of Tracy Parks and Community Services Commission.

EXECUTIVE SUMMARY

On October 19, 2022, the current City of Tracy representative on the Tracy Parks and Community Services Commission notified staff that he will be resigning effective December 3, 2022. A recruitment was conducted, and an appointment needs to be made to fill the remainder of the vacated position.

On December 5, 2022 another vacancy occurred, which was after the recruitment had closed.

According to Council Policy outlined in Resolution 2021-200 (Attachment A), "If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months."

BACKGROUND AND LEGISLATIVE HISTORY

On October 19, 2022, the current City of Tracy representative on the Tracy Parks and Community Services Commission notified staff that he will be resigning effective December 3, 2022. In anticipation of that upcoming resignation, a recruitment was opened on November 1, 2022 and ended on November 17, 2022, during which time, four (4) applications were received.

On December 5, 2022 another vacancy occurred, which was after the recruitment had closed. According to Council Policy outlined in Resolution 2021-200, "If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months."

ANALYSIS

On December 12, 2022, a Council subcommittee consisting of Mayor Young and Mayor Pro Tem Davis, interviewed the four (4) applicants for the City of Tracy Parks and Community Services Commission. In accordance with Resolution No. 2021-200, the Council subcommittee recommended a candidate for appointment and also formed an eligibility list to the City of Tracy Parks and Community Services Commission. During the interview process, Lori Souza was selected to fill the vacated term. Scott Arbogast placed first on the eligibility list, and John Giehl was placed second on the eligibility list. The fourth applicant did not get selected for the eligibility list.

FISCAL IMPACT

None

PUBLIC OUTREACH/INTEREST

Notification of Parks and Community Services Commission recruitment has been posted on the City's Social Media pages, Tracy Press, the City's website, and Channel 26.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council appoint, by motion, Lori Souza and Scott Arbogast to serve the remainder of two (2) vacated terms beginning January 18, 2023 and ending January 31, 2024 to the City of Tracy Parks and Community Services Commission.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A: Resolution 2021-200

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

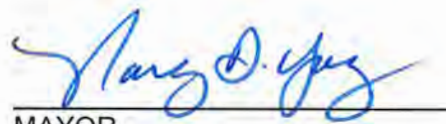
NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

ATTEST:


CITY CLERK


MAYOR

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2021-200)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
 2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months.
 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,
 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.

- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, a subcommittee of two Council Members, and an alternate, to interview applicants to fill three-term expirations on the Building Board of Appeals.

EXECUTIVE SUMMARY

This item requests that City Council appoint two members of the City Council, and an alternate, to a subcommittee to interview applicants to fill three-term expirations on the Building Board of Appeals. This action can be completed by a motion on the floor.

BACKGROUND AND LEGISLATIVE HISTORY

On February 28, 2023, three current City of Tracy representatives on the Building Board of Appeals terms will come to an end. In anticipation of those upcoming vacancies, a recruitment was opened on December 12, 2022 and will end on January 9, 2023.

ANALYSIS

In accordance with Resolution No. 2021-200 (attached to this report as Attachment A), a two-member subcommittee of Council Members, and an alternate, needs to be appointed to interview the applicants and make a recommendation to the full City Council.

FISCAL IMPACT

There is no financial impact associate with this agenda item.

PUBLIC OUTREACH/ INTEREST

Notification of Building Board of Appeals recruitment has been posted on the City's Social Media pages, Tracy Press, the City's website, and Channel 26 .

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

It is recommended that City Council appoint, by motion, a two-member subcommittee of two Council Members, and one alternate, to interview applicants to fill three-term expirations on the Building Board of Appeals.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A: Resolution 2021-200

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

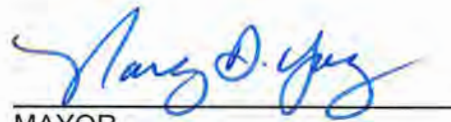
NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

ATTEST:


CITY CLERK


MAYOR

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2021-200)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

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 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
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 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,
 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.

- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

Agenda Item 3.D

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, a subcommittee of two Council Members, and an alternate, to interview applicants to fill two-term expirations on the Measure V Residents' Oversight Committee.

EXECUTIVE SUMMARY

This item requests that City Council appoint two members of the City Council, and an alternate, to a subcommittee to interview applicants to fill two-term expirations on the Measure V Residents' Oversight Committee. This action can be completed by a motion on the floor.

BACKGROUND AND LEGISLATIVE HISTORY

On February 28, 2023, two current City of Tracy representatives on the Measure V Residents' Oversight Committee terms will come to an end. In anticipation of those upcoming term expirations, a recruitment was opened on December 12, 2022 and will end on January 9, 2023.

ANALYSIS

In accordance with Resolution No. 2021-200 (attached to this report as Attachment A), a two-member subcommittee of Council Members, and an alternate, needs to be appointed to interview the applicants and make a recommendation to the full City Council.

FISCAL IMPACT

This item does not have a fiscal impact.

PUBLIC OUTREACH/INTEREST

Notification of Measure V Residents' Oversight Committee recruitment has been posted on the City's Social Media pages, Tracy Press, the City's website, and Channel 26.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

It is recommended that City Council appoint, by motion, a two-member subcommittee of two Council Members, and one alternate, to interview applicants to fill two-term expirations on the Measure V Residents' Oversight Committee.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A: Resolution 2021-200

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

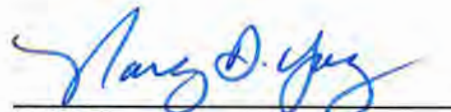
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The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

ATTEST:


CITY CLERK


MAYOR

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2021-200)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
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 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
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- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
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- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
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 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.

- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council approve a resolution to extend for one-year the term of the City Council Ad-Hoc Fiscal Sustainability Subcommittee

EXECUTIVE SUMMARY

The City Council is asked to consider a one-year extension of the City Council Fiscal Sustainability Ad-Hoc Subcommittee.

BACKGROUND AND LEGISLATIVE HISTORY

On May 19, 2020, Council adopted the FY 2020-21 Operating and Capital Budget and formed a subcommittee of the City Council to discuss the fiscal health of the City, Resolution 2020-067. The City Council approved the initial term of the Ad-Hoc Subcommittee through December 31, 2020 with an extension through December 31, 2021, Resolution 2021-024. On December 7, 2021, the City Council adopted Resolution 2021-189 extending the term of the Council Fiscal Sustainability Ad-Hoc Subcommittee an additional year expiring on December 31, 2022.

Since the formation of the Ad-Hoc Subcommittee, the Subcommittee has worked with staff to develop proposed guiding budget principles and recommended fiscal sustainability strategies. These plans have established the initial policies needed for fiscal sustainability.

ANALYSIS AND DISCUSSION

An extension of the Ad Hoc Subcommittee is necessary to enable the Subcommittee to complete the development of the fiscal sustainability plan and provide guidance on any related fiscal policies for Council consideration. As part of these strategies, the Subcommittee had recommended the development of deferred capital and maintenance plans, as well as, employee pension and medical leave retirement prefunding options. In addition, the City is currently considering the fiscal health of the utilities and potential threat to the City's warehouse sales tax dollars. Staff recommends that Council adopt a resolution extending the term of the Council Fiscal Sustainability Ad-Hoc Subcommittee through December 31, 2023. As an alternative, the City Council may provide other direction to staff.

FISCAL IMPACT

Staff report for the Fiscal Sustainability Ad Hoc Subcommittee is supported through the Finance Department.

COORDINATION

The Finance Department is assigned as Liaison to this Subcommittee.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 2: Ensure short and long-term fiscal health.

RECOMMENDATION

Staff recommends that the City Council approve a resolution to extend for one-year the City Council Fiscal Sustainability Ad-Hoc Subcommittee

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING A RESOLUTION TO EXTEND FOR ONE-YEAR THE CITY COUNCIL AD HOC FISCAL SUSTAINABILITY SUBCOMMITTEE

WHEREAS, The City Council may establish advisory committees to address an explicit purpose or need, and

WHEREAS, On May 19, 2020, the City Council adopted Resolution 2020-067 that established the City Council Fiscal Sustainability Ad-Hoc Committee, effective July 1, 2020 through December 31, 2020, and

WHEREAS, On March 9, 2021, the City Council adopted Resolution 2021-024 that established the City Council Fiscal Sustainability Ad-Hoc Subcommittee, effective January 1, 2021 through December 31, 2021, and

WHEREAS, On December 7, 2021, the City Council adopted Resolution 2021-189 extending the term of the Fiscal Sustainability Ad-Hoc Subcommittee, effect until December 31, 2022, and

WHEREAS, Advisory committees that are of limited duration (typically no more than a year), and are comprised of less than three members are known as "ad hoc" committees and are not subject to the Ralph G. Brown Act's requirements, and

WHEREAS, The scope of the Council Ad-Hoc Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan for the City's General Fund, and

WHEREAS, Approaches may include, but are not limited to budget strategies and fiscal policies, related revenue enhancement, cost containment, and use of other revenue sources such as Measure V and/or General Fund Reserves, keeping in mind planned recreational amenities, and

WHEREAS, Budget approaches that would require good faith bargaining with labor groups would not be discussed as part of the fiscal sustainability planning process, and

WHEREAS, Quarterly updates to the City Council will be scheduled on the regular agenda to inform Council members and the public; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves the one-year extension of the City Council Fiscal Sustainability Ad-Hoc Subcommittee.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 17 day of January, 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 3.F

RECOMMENDATION

Staff recommends that the City Council review and determine appointments to Council committees and other committees, boards and commissions.

EXECUTIVE SUMMARY

This item requests that Council review and determine appointments of Council representatives on various City Council committees and regional and multi-agency committees, boards, and commissions.

BACKGROUND AND LEGISLATIVE HISTORY

Appointments to Council committees are reviewed on an annual basis. Appointments were last reviewed on January 18, 2022. Attached is the list of appointments approved by the Council for 2022 (Attachment A) to various Council committees and regional and multi-agency committees, boards, and commissions on which the City of Tracy is allocated a representative.

The annual San Joaquin Council of Government's One Voice trip to Washington D.C will be removed from the Council Committee list as it will be discussed in a separate agenda item due to fiscal impacts.

For all committees, Council members may be reappointed to the same committees on which they are currently serving, or new assignments can be made upon request.

ANALYSIS

City Council may serve as a liaison to advisory body committees and also represent on various regional and multi-agency committees, boards and commissions which allows the opportunity to thoroughly consider particular items of business and provide updates and recommendations on those items to the full Council.

FISCAL IMPACT

There is no fiscal impact associated with this report.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council review and determine appointments to Council committees and other committees, boards and commissions.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A - List of Council Appointments for 2022

**2022 LIST OF CITY COUNCIL REPRESENTATIVES ON VARIOUS
COMMITTEES/BOARDS/COMMISSIONS/AGENCIES
(Adopted by City Council on January 18, 2022)**

Committee/Commission	Meetings Held	Council Members
*City/Chamber Liaison	Quarterly	Council Member Arriola Mayor Pro Tem Vargas (Alternate)
*City/Schools Liaison	Every other month	Council Member Arriola Mayor Young
*Investment Review Committee	Quarterly	Mayor Young Council Member Bedolla
*South San Joaquin County Fire Authority (SSJCFA)	Monthly	Mayor Young Council Member Davis Council Member Bedolla (Alternate)
*Tracy Homelessness Advisory Committee	Quarterly	Council Member Arriola Council Member Davis
**Ad Hoc Fiscal Sustainability Subcommittee	As Needed	Mayor Pro Tem Vargas Council Member Arriola
***City Selection Committee	Annually, additional meetings as needed	Mayor Young
***San Joaquin Council of Governments	Monthly, in Stockton at 4:00 p.m. on the fourth Thursday of the month.	Mayor Young Council Member Arriola (Alternate)
***San Joaquin County Water Advisory Commission	Monthly	Kul Sharma Stephanie Reyna-Heinstand
***San Joaquin Partnership	Monthly, on the fourth Thursday of each month	Mayor Young Mayor Pro Tem Vargas (Alternate)
***San Joaquin Regional Rail Commission	Monthly	Mayor Young
***Solid Waste Management Plan Advisory Task Force	As needed	Don Scholl
***Special City Selection Committee, SJVAPCD	As needed	Council Member Bedolla Council Member Davis (Alternate)
***League of California Cities, Central Valley Division Executive Committee	Quarterly	Council Member Davis Mayor Young (Alternate)
***San Joaquin Council of Government's One Voice – Washington	Annual Delegation:	Mayor Young Council Member Arriola Council Member Bedolla Council Member Davis Mayor Pro Tem Vargas
***Tri-Valley- San Joaquin Valley Regional Rail Authority (Valley Link)	Monthly	Mayor Pro Tem Vargas Council Member Bedolla (Alternate)

***Altamont Regional Traffic Authority (ARTA) JPA	As needed	Mayor Young
***LAFCo		No appointment at this time
***Tracy Chamber Governmental Affairs Committee	Monthly	Council Member Davis Mayor Pro Tem Vargas (Alternate) Michael Rogers, City Manager (or Designee)
***East Bay Community Energy (EBCE)	Monthly	Council Member Arriola Mayor Pro Tem Vargas (Alternate)

*Standing Committees **Ad Hoc Committee ***Multi- Agency Board

COUNCIL COMMITTEES - 2022

Following is a current list of both standing committees and ad hoc committees. Some of these appointments are City of Tracy appointments to a larger body, while others are City directed activities only.

I. STANDING COMMITTEES

A. City/Chamber Liaison Committee

1. Dan Arriola, Council Member
2. Veronica Vargas, Mayor Pro Tem (Alternate)
3. City Manager

Meets quarterly, typically on the second Monday of the designated month at 4:00 p.m. at the Chamber to discuss issues of concern to both the City and the Chamber, i.e. Fourth of July activities, Downtown activities, etc.

B. City/Schools Liaison Committee

1. Dan Arriola, Council Member
2. Nancy Young, Mayor
3. City Manager
4. Sekou Millington, Police Chief
5. Assistant City Manager
6. Don Scholl, Public Works Director
7. Brian MacDonald, Parks & Recreation Director

Meets every other month with School District officials to discuss issues of mutual concern, i.e. school pedestrian routes, bus routes, facilities, crossing guards, etc.

C. Investment Review Committee

1. Nancy Young, Mayor
2. Mateo Bedolla, Council Member
3. Ray McCray, Treasurer
4. Finance Director
5. City Manager

Meets on a quarterly basis to address issues involving investment of the City's funds and management of the City's portfolio. Meetings are usually held on the last Monday of the quarter at 5:30 p.m. in Room 109 at City Hall.

D. South San Joaquin County Fire Authority (SSJCFA) – Joint Powers Authority

1. Nancy Young, Mayor
2. Eleassia Davis, Council Member
3. Mateo Bedolla, Council Member (Alternate)

The SSJCFA consists of four members - two Council Members appointed annually by the City Council, and two Board Members of the Tracy Rural Fire Protection District appointed annually by the Board. The Board of Directors meets on a monthly basis and has the responsibility to manage and administer the fire protection services provided to the jurisdictional area of the South San Joaquin County Fire Authority. The meetings are held on the third Tuesday of each month at 3:00 p.m. at Fire Administration

E. Tracy Homelessness Advisory Committee

1. Dan Arriola, Council Member
2. Eleassia Davis, Council Member

On February 16, 2021, City Council formed a Homelessness Advisory Committee with the purpose of implementing the Tracy Homelessness Strategic Plan including the possible amendment of such plan, and the purpose to continue to address homelessness in the City of Tracy. On March 16, 2021, Council adopted Resolution 2021-033 forming the Tracy Homelessness Advisory Committee and appointing Council Members to serve on the committee. On April 15, 2021, the Council subcommittee approved the meeting schedule: Meetings will be quarterly, on the third Thursday of the month at 7:00 p.m.

II. AD HOC COMMITTEES

A. Ad Hoc Fiscal Sustainability Subcommittee

1. Veronica Vargas, Mayor Pro Tem
2. Dan Arriola, Council Member

On April 7, 2020, two Council Members were appointed to the Fiscal Sustainability Ad-Hoc Subcommittee. The Ad-Hoc Subcommittee provides policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's structural deficit and impacts associate with COVID-19. On May 19, 2020, City Council adopted Resolution 2020-067 establishing the City Council Fiscal Sustainability Ad-Hoc Subcommittee effective July 1, 2020 through December 31, 2020. On March 9, 2021 Council adopted Resolution 2021-024 extending the Fiscal Sustainability Subcommittee effective January 1, 2021 through December 31, 2021. On December 7, 2021 Council adopted Resolution 2021-189 extending the Fiscal Sustainability Subcommittee effective January 1, 2022 through December 31, 2022. Meets as needed.

III. THIRD AGENCY MEMBER APPOINTMENTS

A. **City Selection Committee**

Contact: Nichole Lee, Chief Deputy Clerk, (209) 468-3236
nicholelee@sjgov.org

1. Nancy Young, Mayor

This committee is composed of the Mayors of the cities in San Joaquin County and addresses issues related to membership and appointments to regional boards, such as LAFCO, Delta Protection Agency, and the San Joaquin Valley Unified Air Pollution Control District, etc.

B. **San Joaquin Council of Governments (COG)**

Phone: 209-235-0600

1. Nancy Young, Mayor
2. Dan Arriola, Council Member (Alternate)

The Council of Governments meets monthly and deals with regional issues, including transportation issues, habitat mitigation, regional rail issues, airport land use matters, etc. The Board includes one representative from the cities of Ripon, Escalon, Lathrop, Lodi, Manteca, and Tracy; three representatives from the City of Stockton; three representatives from the Board of Supervisors. Members receive a \$100 stipend per meeting. Meetings are held in Stockton at 4:00 p.m. on the fourth Thursday of the month.

C. **Local Transportation Authority Citizens Advisory Committee**

(COG) Contact: COG – Tim Kohaya, Senior Regional Planner (209-235-0389) kohaya@sjcog.org

1. Mary Kennedy-Bracken (Citizen appointed by Mayor)

The **Citizens Advisory Committee (CAC)**, was established in 1991 to involve citizens from a diverse set of backgrounds and interest areas in the development of transportation plans and programs overseen by SJCOG. The CAC provides an important forum for discussion and debate about the implementation of the Measure K program and regional transportation planning issues.

The CAC is composed of 16 members that represent the geographical, social, cultural, and economic mix of the region. One member is appointed from each of the seven cities (Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy), and from San Joaquin County. One member is appointed from each of these special interest groups: League of Women Voters, Sierra Club, Business Industry, Trucking Industry, the National Association for the Advancement of Colored People (NAACP), University of the Pacific, and the Agriculture Industry. One member is appointed from the transit advocate

category. Meets on the third Wednesday of each month at 6:00 p.m.
Location: SJCOG, 555 Weber Ave, Stockton, CA.

D. San Joaquin County Water Advisory Commission

Contact: Kristy Smith (Clerk), San Joaquin County Public Works Dept. (209-468-0219)

1. Kul Sharma, Director of Utilities
2. Stephanie Reyna-Heinstand, Water Resources Coordinator (Alternate)

Appointed by the Board of Supervisors, this Commission acts in an advisory capacity to the San Joaquin County Flood Control and Water Conservation District. Consists of 22 members from the various cities and water agencies in San Joaquin County. Meets on the 3rd Wednesday of each month at 1:00 p.m. Location: Public Health Conference Room, 1601 E. Hazelton, Stockton, CA.

E. San Joaquin Partnership

Contact: Chris Youngsma, (956-3380) or Rene Armendariz (209-956-3380)
rene@sanjoaquinusa.org

1. Nancy Young, Mayor
2. Veronica Vargas, Mayor Pro Tem (Alternate)

The San Joaquin Partnership is a non-profit, private-public economic development corporation assisting business and industry to locate into San Joaquin County. The partnership meets on the fourth Thursday of each month at 8:00 a.m. Location: 2431 W. March Lane, Suite 103, Stockton, CA. 95207.

F. San Joaquin Regional Rail Commission

Contact: Jaclyn Miramontes, 209-944-6289, jackie@acerail.com
Rail Commission staff (1-800-411-7245)

1. Nancy Young, Mayor

The San Joaquin Regional Rail Commission oversees the development of rail services on a regional basis. The San Joaquin Regional Rail Commission owns and operates and is the policy-making body for the Altamont Corridor Express (ACE) service. SJRRC is governed by a Board of Directors which consists of six full-voting members from San Joaquin County and two special-voting members from Alameda County. The members are appointed by the San Joaquin Council of Governments (SJCOG) and are based on nominations by the local elected government. Ex-officio members represent Caltrans District 10, the San Joaquin Regional Transit District (SJRTD), SJCOG and StanCOG. The commission meets monthly on the first Friday of each month at 8:00 a.m. Location: Robert J. Cabral Station, South Hall Meeting Room, 949 East Channel Street, Stockton, CA. (Appointed by Commission) The San Joaquin Regional Rail Commission (SJRRC)

G. Integrated Waste Management Task Force (Formerly: Solid Waste Management Plan Advisory Task Force) Contact: Desi Reno, SJC Public Works Department – (209/468-3066)

1. Don Scholl, Public Works Director

This task force is comprised of elected representatives of the governmental agencies responsible for preparing the County Integrated Waste Management Plan. The duties of the task force include: identifying solid waste management issues of County-wide or regional concern; facilitating the development of multi-jurisdictional arrangements for the marketing of recyclable materials; developing goals, policies and procedures consistent with guidelines and regulations adopted by the Department of Resources Recycling and Recovery, and advising the Board of Supervisors on matters pertaining to the County-wide Household Hazardous Waste Program. Meets as needed.

H. Special City Selection Committee, SJVAPCD

Contact: Seyed Sadredin, Executive Director – (559/230-6036),
Email: seyed.sadredin3@valleyair.org, Michelle Franco, Clerk of the Board (559/230-6038)

1. Mateo Bedolla, Council Member
2. Eleassia Davis, Council Member (Alternate)

The Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's Governing Board. Meets as needed.

I. League of California Cities, Central Valley Division Executive Committee

Contact: Steve Dial, Regional Public Affairs Manager, 209-614-0118, sdial@sjcog.org

1. Eleassia Davis, Council Member
2. Nancy Young, Mayor (Alternate)

The Central Valley Division includes 25 cities in Calaveras, Merced, Madera, San Joaquin, Stanislaus, and Tuolumne counties and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. Elected city officials and professional city staff attend division meetings. Meets Quarterly in various locations.

J. San Joaquin Council of Government's One Voice Trip to Washington

1. Nancy Young, Mayor
2. Dan Arriola, Council Member
3. Mateo Bedolla, Council Member
4. Eleassia Davis, Council Member
5. Veronica Vargas, Mayor Pro Tem

Annual trip to Washington, D.C. as part of SJCOG delegation.

K. Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)

1. Veronica Vargas, Mayor Pro Tem
2. Mateo Bedolla, Council Member (Alternate)

The Tri-Valley-San Joaquin Valley Regional Rail Authority was formed for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's (BART) rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley region. The Authority consists of 15 members representing the Tri-Valley cities, the Central Valley cities, and BART. Meets on second Wednesday of the month. Location rotates. Contact: Kevin Sheridan

L. Altamont Regional Traffic Authority (ARTA) Joint Powers Authority (JPA) Contact: Liz McElligott, Assistant Planning Director, 510-670-6120, elizabeth.mcelligott@acgov.org

1. Nancy Young, Mayor

Primary purpose is to collect and authorize expenditure of transportation impact fees. The JPA consists of Mayor of Tracy, Mayor of Livermore, and Supervisor from Alameda County BOS District 1. Meets as needed.

M. LAFCo (Local Agency Formation Commission)

1. City of Tracy's next rotation will not be until 2025 as Alternate

LAFCo is responsible for coordinating logical and timely changes in local governmental boundaries, including: annexations and detachments of territory; incorporations of cities; formations of special districts; and consolidations, mergers, and dissolutions of districts. LAFCo Commission meets regularly on the 2nd Thursday of each month at 9:00 a.m.

N. Tracy Chamber Governmental Affairs Committee

1. Eleassia Davis, Council Member
2. Veronica Vargas, Mayor Pro Tem (Alternate)
3. Michael Rogers, City Manager (or Designee)

The purpose of the Tracy Chamber Governmental Affairs Committee is to provide information and updates to Chamber membership on issues and legislation affecting businesses. Every month, the Chamber invites businesses to agenda the Governmental Affairs Committee to engage in dialogue about issues affecting the business community, as well as receive updates from local, county, state, and federal representatives. The committee meets on the third Wednesday of every month at 4:00 p.m. at the Chamber of Commerce office.

O. East Bay Community Energy (EBCE) Authority

Contact: Adrian Bankhead, Assistant Board Clerk – 510-906-0491 Email: abankhead@ebce.org and Alex DiGiorio, Public Engagement Manager – (510-993-7562) Email: adigiorgio@ebce.org

1. Dan Arriola, Council Member
2. Veronica Vargas, Mayor Pro Tem (Alternate)

Alameda County and Cities in Alameda County developed the East Bay Community Energy Authority Joint Powers Agreement (JPA) which creates the East Bay Community Energy Authority (Authority), which governs and operates the CCA program. The Authority provides alternate electric services to consumers under a JPA with Alameda County and the vast majority of all cities in that county. On August 20, 20019, the City Council authorized staff to pursue services with East Bay Community Energy (EBCE). The EBCE Board of Directors is made up of an elected officials from each of the participating jurisdictions and one representative (non-voting) from the Community Advisory Committee (CAC). The Board meets monthly on the third Wednesday of each month except for the months that have 5 Wednesdays, where the meeting will be held on the second Wednesday of that month. The members receive a \$100 stipend per monthly meeting. Meeting location: City of Hayward Council Chambers, 777 B Street, Hayward Ca. 94544 at 6:00 p.m.