TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, September 19, 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).

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:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number: 2558 238 8932** and **Event Password**: TracyCC
  - ***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.
  - Join by phone by dialing +1-408-418-9388, enter 25582388932#8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
  - *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.*
  - *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.

Date Posted: September 15, 2023

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 agendized 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*

Date Posted: September 15, 2023

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL

PRESENTATIONS

1. Proclamation - National Hispanic Heritage Month

1. CONSENT CALENDAR

1.A. Approve September 5, 2023, Regular Meeting Minutes.

1.B. Approve contract amendment to extend the term of the contract until June 30, 2024, for the IT Strategic Master plan contract with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting.

1.C. Adopt a resolution (1) awarding a construction contract to Tracy Grading & Paving, Inc., of Tracy, California in the amount of $165,000 for the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, (2) approving a project not-to-exceed budget of $ $222,000, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $33,000, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

1.D. Approve a Resolution adopting the City of Tracy's Economic Development Strategic Plan.

1.E. Adopt a Resolution approving an additional one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME Program (HOME) Local Funding Priorities, up to the Fiscal Year 2024-2025.

1.F. Adopt a resolution (1) awarding a construction contract to DSS Company dba Knife River Construction of Stockton, California, in the amount of $4,181,994 for the Pavement Rehabilitation Project FY 2020/21 (CIP 73178), (2) approving a project not-to-exceed budget of $ $4,829,293, (3) authorizing the City Manager to approve change orders up to the contingency amount of $418,199, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b), and (4) authorizing the transfer of $715,000 (General Fund) from CIP 73196 - Deferred Maintenance to complete the Project.

1.G. Adopt a Resolution: 1) authorizing amendments to the City's Classification and Compensation Plans and Master Salary Schedule to add the classifications of Cyber Security Officer and Construction Project Manager; 2) reallocating one vacant Senior Engineer in the Development Services Department to one Construction Project Manager in the Development Services Department; and 3) authorizing amendments to existing classifications to reflect modifications to job duties and clean up language and increase the bi-weekly salary range for the Environmental Compliance Analyst from $ 3,246.98 - $3,946.72 to $3,733.94 - $4,538.63.

1.H. Adopt a resolution 1) approving a Master Professional Services Agreement with Jacobs Engineering Group, Inc., for an initial term of one (1) year, and an annual not to exceed project budget of $300,000 (total not to exceed amount of $900,000); 2) authorize the Mayor to sign the agreement; and 3) authorize the City Manager to administratively extend the length of the contract annually, for an additional two years, to provide on-call engineering support services related to the wastewater treatment plant.

1.I. Adopt a Resolution: 1) approving the Compensation and Benefits plan for the Limited Service Employees (LSE), and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the Compensation and Benefit Plan.

1.J. Adopt a Resolution:1) approving the award of the Mayor's Community Youth Support Network Reconnecting Our Youth (ROY) Grants for fiscal year 2023-2024 in the total amount of $175,000 to eight local non-profit organizations; 2) authorizing the Mayor to sign the funding agreements for each grant; and 3) finding that this action is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

1.K. The Tracy Finance Committee recommends that the City Council adopt a resolution approving the allocation of the FY 2023-24 travel budget of the City Council body pursuant to the Council's Travel Policy.

1.L. City Council a) Adopt a resolution renewing a one-year agreement for the purchase of an enterprise subscription to Cisco FLEX for telephone services through Solid Networks for a term of one year and a not to exceed amount of $31,800, b) Dispense the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.130(b).

1.M. Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the Public Park known as the Tracy Hills Phase 1B Public Park, located within an approximately 9.73-acre area comprised of parcels J, L, M and a portion of parcel K on the Final Subdivision Map for Tract 4084 – Tracy Hills Village 9B; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

1.N. Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), located within an approximately 4.07-acre area comprised of Lots A and D (see Attachment B) on the Final Subdivision Map for Tract 4037 – KT Property II; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. The Planning Commission recommends that the City Council conduct a public hearing and, upon conclusion, adopt a resolution: (1) Approving a General Plan Map Amendment from Office to Commercial for an approximately 1.97-acre site, located at 2605 N. Corral Hollow Road, Assessor's Parcel Number 214-020-09 (Application Number GPA22-0004); (2) Approving a Development Review Permit for a four-story, 78-guest-room hotel development (Tru By Hilton), located at 2605 N. Corral Hollow Road, APN 214-020-09 (Application Number D22-0018); and (3) Adopting a Mitigated Negative Declaration for the General Plan Amendment and Development Review Permit Tru By Hilton Hotel Project in accordance with the California Environmental Quality Act. The applicant is Andy Kotecha for RAAD Hospitality Group.

3.B. Conduct a public hearing to consider declaring the existence of weeds, rubbish, refuse, and flammable materials on each of the parcels listed in Exhibit "A" to this Agenda Item a public nuisance; hear and consider objections to said declaration and to the potential abatement thereof; and a adopt a resolution authorizing the South San Joaquin County Fire Authority ("Authority") staff to abate said nuisances and directing Authority and City staffs to recover the costs of abatement in accordance with the requirements of the Joint Powers Agreement of the South San Joaquin County Fire Authority and the Tracy Municipal Code.

3.C. Introduce an Ordinance amending Section 3.08.580 of the Tracy Municipal Code to update speed limits, as required by the California Vehicle Code.

3.D City Council, by motion, appoint four individuals to serve on the Board of Appeals.

3.E City Council, by motion, appoint two individuals to serve on the Planning Commission.

3.F City Council, by motion, appoint one individual to serve on the Tracy Arts Commission.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL REGULAR MEETING MINUTES

September 5, 2023, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site:* *www.cityoftracy.org*

Mayor Young called the meeting to order at 7:00 p.m.

Mayor Young invited Timothy Mahfos, 6th grader at Tom Hawkins to lead the Pledge of Allegiance.

Pastor Scott McFarland, Journey Christian Church offered the invocation.

There were no actions taken pursuant to AB 2449.

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

Midori Lichtwardt, Interim City Manager presented the Employee of the Month award for September to Raul Lucha, Information and Technology.

Mayor Young announced National Hispanic Heritage Month will be proclaimed at the September 19, 2023 Council meeting.

Mayor Young proclaimed September 9, 2023 as Tracy Connects Day.

Mayor Young presented Certificates of Appointment to new Environmental Sustainability Commissioners Dotty Nygard, Nicolas Sese, Navi Kahlon and James Damasco.

Mayor Young presented Certificates of Appointment to new Youth Advisory Commissioners Sashank Kala, Jasmyn Stickland and Beatrice Amezquita-Javier.

1. CONSENT CALENDAR – Following the removal of consent items 1.B and 1.C by Council Member Evans and Robert Tanner, Item 1.F by Council Member Evans, Items 1.H, 1.K, 1.L, and 1.Q by James Damasco, 1.M by Mayor Pro Tem Davis and James Damasco, and 1.N by Council Member Evans motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

   1.A. Adoption of August 15, 2023 Regular Meeting Minutes. – **Minutes were adopted.**

   1.D. Adopt a resolution approving the execution of a two-year agreement with ClearGov, Inc. for the licensing of ClearPlans, a digital strategic planning and performance management solution.– **Resolution 2023-169** approved the agreement with ClearGov, Inc.

   1.E. Adopt a Resolution authorizing the purchase of six Ford Police Interceptors and one Ford F150 Police Responder replacement vehicle for $392,211 through National Auto Fleet Group, Inc, an awarded contract company of Sourcewell and

direct the Budget Officer to appropriate the funds in Fund 606.– **Resolution 2023-170**.authorized the purchase of vehicles.

1.G. Adopt a resolution approving (1) Amendment No. 1 to the Master Professional Services Agreement with Blackwater Consulting Engineers, Inc. for water pressure and capacity analyses, and engineering assistance to extend the agreement through December 31, 2024, for a not-to-exceed amount of $200,000 per calendar year.– **Resolution 2023-171** approved the Amendment No. 1 to Master Professional Services Agreement with Blackwater Consulting Engineers, Inc.

1.I. Adopt a list of proposed projects for Fiscal Year 2023-2024 funded by SB1: The Road Repair and Accountability Act of 2017.– **Resolution 2023-172** adopted the projects for FY 2023-2024.

1.J. Adopt a resolution (1) accepting public improvements as complete for Holly Commerce Center for a 12" water line, roadway, drainage, and frontage improvements constructed by Olliix, LLC, a California Limited Liability Company, and assuming responsibility for the future maintenance and repair, (2) authorizing the City Engineer to release performance and payment bonds, (3) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (4) determining that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)3.– **Resolution 2023-173** accepted the public improvements as completed for Holly Commerce Center.

1.O. City Council, by resolution: 1) approve a Professional Services Agreement with HdL Coren & Cone for Property Tax Consulting Services; 2) authorize the Mayor to sign the agreement and, 3) authorize the City Manager to extend the agreement for up to three, three-year terms.– **Resolution 2023-174** approved the agreement with HdL Coren & Cone.

1.P. The Tracy Homelessness Advisory Committee recommends that City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation in the amount of $251,795 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating $251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division. - **Resolution 2023-175** authorized the acceptance of the grant award from the San Joaquin County Homelessness Housing Assistant and Prevention Round 3 allocation.

1.R. Adopt the resolution (1) authorizing the Mayor to sign terms and conditions of accepting the grant award from the Airport Improvement Program through the Federal Aviation Administration (FAA) for grant agreement AIP #3-06-0259-025-2023 in the amount of $162,718 for the design and construction for the Crack Seal and Slurry Seal of the Tee Hangar Taxilanes at the Tracy Municipal Airport, and (2) Appropriating the additional grant funding of $39,418 to CIP 77593.– **Resolution 2023-176** authorized accepting the grant award for the Airport Improvement Program through the Federal Aviation Administration.

1.B. Receive an informational report regarding the Police Department's response to fireworks complaints and official city events during the July 4th weekend.

Council Member Evans stated he had requested 1.C to be a reoccurring quarterly conversation with the Police Department and hoped they could wrap Item 1.C into that as well regarding the 4th of July.

Robert Tanner pulled the item and asked what is going to be done about fireworks that are after the 4th of July. From August 2 to September 2 in his area there have been approximately 9-10 fireworks explosions.

Mario Ysit, Police Lieutenant provided the staff report.

Sekou Millington, Police Chief responded to questions.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to accept the informational report regarding the Police Department's response to fireworks complaints and official city events during the July 4th weekend. Roll call found all in favor; passed and so ordered.

1.C. Receive an informational report regarding the Police Department's year-to-date part one crime statistics of homicide, rape, robbery, and aggravated assaults.

Council Member Evans pulled the item as he wanted the Police Department to roll this out. It is an item he had requested quarterly as a consent item so the public can have a chance to interface with the Police Department and Council.

Robert Tanner supported a 6-month update and then the annual report rather than doing quarterly. Every quarter would be tying up Police to have to bring back to Council. Mr. Tanner shared concerns about six homicides in the first 6 months. Are these homicides gang related, and if not, what can we do.

Council questions and comments followed.

Sekou Millington, Police Chief responded to questions.

Octavio Lopez, Police Captain provided the staff report.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Evans to accept the informational report regarding the Police Department's year-to-date part one crime statistics of homicide, rape, robbery, and aggravated assaults. Roll call found all in favor; passed and so ordered.

1.F. Adopt a resolution (1) approving Amendment No. 1 to the Master Professional Services Agreement (HA20-01) with Harris and Associates for program management services to extend the agreement through September 14, 2025, for a not-to-exceed amount of $800,000 per fiscal year, and (2) approving Amendment No. 1 to the Master Professional Services Agreement (HA20-02) with Harris and Associates for program management services to extend the agreement through September 14, 2025, for a not-to-exceed amount of $800,000 per fiscal year.

Council Member Evans pulled the item to state staff had advised him they would take a look at historical costs and give him something for comparison over the last few years on the not to exceed dollar amount so was looking for those costs.

There was no public comment.

Koosun Kim, City Engineer introduced Veronica Child, Management Analyst who provided the staff report and responded to questions.

ACTION: Motion was made by Council Member Evans and seconded by Mayor Pro Tem Davis to adopt **Resolution 2023-177** adopting a Resolution (1) approving Amendment No. 1 to the Master Professional Services Agreement (HA20-01) with Harris and Associates to provide program management services to extend the agreement through September 14, 2025, for a not-to-exceed amount of $800,000 per fiscal year, and (2) approving Amendment No. 1 to the Master Professional Services Agreement (HA20-02) with Harris and Associates to provide program management services to extend the agreement through September 14, 2025, for a not-to-exceed amount of $800,000 per fiscal year. Roll call found all in favor; passed and so ordered.

1.H. City Council (1) approve a new not-to-exceed project budget of $175,750 for the Annual Water Valve Replacement Project, CIP 75168, and (2) authorize the City Manager to approve change orders up to the contingency amount of $66,000, if needed.

James Damasco pulled the item to ask what the impetus was for increasing contingency, was it insufficient planning, what were the unforeseen conditions during construction and which engineers reviewed the PCO amount from the contractor.

Koosun Kim, City Engineer provided the staff report and responded to questions.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Resolution 2023-178** (1) Approving a new not-to-exceed project budget of $175,750 for the Annual Water Valve Replacement Project, CIP 75168, and (2) Authorizing the City Manager to approve change orders up to the contingency amount of $66,000, if needed. Roll call found all in favor; passed and so ordered.

1.K. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with Bicsec Security, Inc. for fire alarm and smoke alarm systems to be installed as part of the site improvements for

the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue**.**

James Damasco pulled the item to ask questions about the following for the project: City's objections to standard procurement process and potential violations of California Contract Code, lack of anticipation of additional construction, requiring additional trades at a later date, asked if the custom containers are distinct from shipping container dorms and whether the City Manager's office will not repeat past errors, mainly the irresponsible acquisition of shipping container dorms from Custom Containers 915.

Ilene Macintire, Senior Civil Engineer responded to the questions.

Council questions and comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to adopt **Resolution 2023-179** approving, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), General Services Agreements with Bicsec Security, Inc. in a not-to-exceed amount of $60,000. Roll call found all in favor; passed and so ordered.

1.L. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution (1) making a determination that compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with Jr. Wagner Fire Protection, Inc., for design and installation of the fire sprinkler system to be installed as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue**.**

Mayor Young combined Consent Items 1.L and 1.Q.

Ilene Macintire, Senior Civil Engineers responded to questions.

James Damasco pulled item 1.F to ask who in the City Manager's office was responsible for not anticipating additional activities, did the City Manager's office consult with Development Services prior to making any immediate and emergency actions, and who makes this determination to terminate at earliest date the conditions warrant. Regarding Item 1.Q – What was the delay for Phase 4,who was at fault and what happened to the old containers i.e. the ones he documented as deficient before the City of Tracy fired him.

There were no comments from Council.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to adopt **Resolution 2023-180** approving, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), General Services Agreements with

JR. Wagner Fire Protection, Inc. in a not-to-exceed amount of $72,000. Roll call found all in favor; passed and so ordered.

1.Q. The Tracy Homelessness Advisory Committee recommends that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and (2) approving an additional $135,000 for work to be performed by GradeTech, Inc., and approving an additional $30,110 for work to be performed by Tennyson Electric, Inc. for the Phase IV infrastructure and (3) approving a contract with a not-to-exceed amount of $435,000 with Grade Tech, Inc, and approving a contract with a not-to-exceed amount of $155,110 with Tennyson Electric, Inc.

Item 1.Q was heard with Item 1.L.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to adopt **Resolution 2023-181** (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and; (2) Approving an additional $135,000 in anticipated work for a total not to exceed amount of $435,000 for GradeTech, Inc. and expanding the scope of work in the amount of $30,110 in anticipated work for a total not to exceed amount of $155,110 for Tennyson Electric Inc. (3) Approving a contract with a not-to-exceed amount of $435,000 with Grade Tech, Inc, and approving a contract with Tennyson Electric, Inc. with a not-to-exceed amount of $155,110. Roll call found all in favor; passed and so ordered.

1.M. Authorize staff to execute a change order that exceeds the original authorized contingency in the amount of $92,600 for additional work to the Temporary Traffic Signal at Corral Hollow Road and Valpico Road, CIP 72124, to be completed by Tennyson Electric, Inc., of Livermore, California.

James Damasco pulled the item and stated the intersection needs additional work to be completed, what was missed by Development Services in the initial review of the design and what is the cost of these extensive studies to the City, what does the change order consist of and what does the City define as soft costs. Is the line item for construction management as part of change order, is this for development services staff or consultant.

Alice English shared concerns regarding $100,000 for a study. What does this consist of, will there be additional lanes. Winters coming and there has been a lot of accidents. When will it happen and why is it so much money when we have equipment there.

Ajay Yvs shared concerns regarding costs. It is unclear what is it going to be used for or if it is going to fix Phase 1. What happened with Phase 1, and who is accountable.

Tim Silva stated the City Engineer brought a presentation to the Transportation Commission in November 2022, gave a timeline and the project was supposed to be finished by December of 2023. Now hearing there are problemsThis is poor planning and he is concerned why they want to do it in winter.

Koosun Kim, City Engineer provided the staff report and responded to questions.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt **Resolution 2023-182** authorizing staff to execute a change order that exceeds the original authorized contingency in the amount of $92,600 for additional work to the temporary traffic signal at Corral Hollow Road and Valpico Road, CIP 72124, for work completed by Tennyson Electric, Inc. of Livermore, California. Roll call found all in favor; passed and so ordered.

1.N. Adopt a resolution approving a Professional Services Agreement with Griffin Structures for project management services for the Aquatic Center project (CIP 78054) for a total not-to-exceed amount of $760,200.

Council Member Evans pulled the item to ask if the Professional Services Agreement to procure project management for the project, asked for confirmation that we are still in the planning stages of the Aquatic Center and thanked staff for onboarding project management during planning and initiation. Hold them accountable from beginning to end.

Brian MacDonald, Interim Assistant City Manager responded to questions.

Daniel Helms stated we are a mid-sized city. Would like to see an Aquatics Center. How much of that money could be done by City staff and shared concerns about the high cost.

Mayor Pro Tem Davis recused herself from the item due to the proximity of real property.

A resident stated he is happy to see progress for this item. Has written to City Council and did get response that the work is in progress. Will be expecting more updates. What does the overall calendar look like and when will the real groundbreaking happen.

James Damasco commended Council for entertaining the possibility of bringing on project management for an important CIP. Mr. Damasco asked if it was also considered wise government practice to take a probationary employee with five weeks of experience and put him in charge of homeless shelter and then fire him after he was set up to fail.

Alice English stated she is happy that it is here, thanked Council Member Evans and Bedolla for hearing the residents that came three times to fight for the amenity. Money will be well spent. Thanked staff for working on this and listening to our Council and residents of Tracy.

Ajay Yvs, Ellis resident asked will the design company look at the existing plan being circulated by Surland, and if yes will it be considered and if not why not. Is there an estimated budget for the project which is going to be shared with the project management and will it be shared with the citizens. Asked how much of budget is being delegated to social media outreach and marketing. Mr. Yvs spoke about public outreach, the project management has mentioned this as part of their work, was confused if public outreach, social media marketing only for preconstruction seems contradictory.

Venkata Pikkili asked if there is anyway the contract can be released to the public and each line item be recorded with due dates.

Rosario Arulappan stated he was happy to see the Aquatic Center project kicking off. Thanked Brian MacDonald for working so closely on this. Want ETA on progress for the public. Have been waiting for 20 years for this project.

Mayor Young left the meeting before voting on the item. Time: 9:07 p.m.

ACTION: Motion was made by Council Member Evans and seconded by Council Member Bedolla to adopt **Resolution 2023-183** approving a Professional Services Agreement with Griffin Structures for Project Management services for the Aquatic Center Project (CIP 78054) for a not-to-exceed amount of $760,200. Roll call found Council Members Arriola, Bedolla, Evans in favor; passed and so ordered. Mayor Pro Tem Davis and Mayor Young absent.

2. ITEMS FROM THE AUDIENCE – Rosario Arulappan, spoke on behalf of an Ellis resident group and asked the following questions: Why did the City secure a written agreement from Surland when they issued a permit to them. Why did Surland chose the current school construction site which presents numerous obstacles. Why did they not prepare land for the school earlier. Why does Surland shift responsibility to third party vendors rather than taking ownership of their commitments. Shouldn't Surland be required to publish the agreement between them and the vendors. Knowing the school land had issues, what caused Surland prolonged delay. When is completion date for the school. How can Jefferson School District send an email notification to homeowners without consulting with City staff. When does Surland plan to hand over the land to Jefferson School District. Does Surland have any financial obligations for school construction and if so have they fulfilled them. Who is responsible for designing and planning the school. Early this year submitted petition and is concerned about lack of action taken on this matter.

Rosario, Mandar Rage, Prab, Baskir, Ramon, Jenartin, Arshesh, Tim Silva, Ajay, Gaurav Saikai, Kasi, Naga Bilwanth Gangarapu, Phani, Karthik Sundaramurthy, Ramesh, Sonny Singh, Upendra, Aravindh Mahalingam, Venkata Pikkili, Sai Krishna, Chandra, Rakesh, and 11 residents from the Ellis community shared concerns regarding the following:

Surland promising the school at Ellis and not fulfilling their obligations, what is lacking that we have to fight for everything in Tracy. Paying premium taxes for amenities they are not receiving, is there a reason the City is holding on to approving the detention basin, and if it is part of the Avenues separate those items, impacts on children's education and future, requested Council to take action to delay approval of the Avenues until Surland fulfils their commitments towards the school, enforce timeline for Surland to provide the fully prepared land to the Jefferson School District, complete all necessary approvals and encourage close collaboration between the Jefferson School District and City to commence construction once Surland transfers the land, address the misuse of the Ellis POA Board by Surland which is disseminating misinformation to the community and alleviate panic, traffic issues and urged Council to make the school at Ellis a priority.

Robert Tanner stated it seems this City Council does not want members of the public to speak. Previous Mayors allowed people to speak. Need to listen to the citizens.

Hans Van Ligten, Attorney for Tracy Hills Project stated they had a process they went through starting in 2010 and identified all the things needed to do to bring forward the Tracy Hills Project with respect to Phase 1A and now sadly we are not able to do that for you. Have built Phase 1B but don't have the parks in there because we cannot get agreements from City staff to the agenda to build parks. Have same issue on Hillview Project and it is a detriment to those that bought homes. Unable to bring Phase 2 maps and asking Council to fix the problem which has been pending since January.

Daniel Helm stated he keeps hearing people are unhappy with Surland. In the subdivision he grew up in the school was finished before the subdivision. Until school is done do not let them sell a house. Mr. Helm thanked staff for taking care of his overgrown tree hazard concerns.

Rehan Anwar shared concerns regarding a tree on the corner lot by Byron and Lara, homeless, smoking and kids not being secure there and requested attention to this matter to take care of issue.

Alice English referred to the Aquatics Center and stated it is time for Council to give direction to staff to get the $8 million from Surland. Stop Surland from using our residents and stop using the school as leverage. Ms. English also announced on September 16 at Lincoln Park from 11:00 a.m. to 6:00 p.m. the South Side Community Organization is celebrating Mexican Independence Day and the culture celebration. The parade will start downtown at 10:00 a.m.

VeeBee stated there are great things going on in the City. Over past weekend there was a benefit for mental and behavioral health entities at the Mayor's ball. Beautiful, upbeat event to raise funds. Asked about Attorney Patel having issues with being suspended in the month of July, what happened with her contract.

Adrianne Richardson, City Clerk announced there were 24 emails received regarding the Ellis School issue and Council received the emails and copy provided on the dais.

City Council responded to the public's comments.

3. REGULAR AGENDA

3.A Council conduct a public hearing to consider declaring the existence of weeds, rubbish, refuse, and flammable materials on each of the parcels listed in Exhibit "A" to this Agenda Item a public nuisance; hear and consider objections to said declaration and to the potential abatement thereof; and adopt a resolution authorizing the South San Joaquin County Fire Authority ("Authority") staff to abate said nuisances and directing Authority and City staffs to recover the costs of abatement in accordance with the requirements of the Joint Powers Agreement of the South San Joaquin County Fire Authority and the Tracy Municipal Code.

Tim Spears, Fire Marshal provided the staff report and responded to questions.

Mayor Pro Tem Davis opened the public hearing.

Srinivs Gujju shared he had received a notice and had taken care of the issue. He got a second notice and cleared the hazard in a different way from disking and requested clarification whether it is acceptable or not.

Mr. Shevtha thanked the Fire Department for proactively working on the problem. Had unprecedented rain last year. Got first notice and addressed it and got a second notice it has to be removed. Would like to work with the Fire Department to make sure no longer a hazard and request more time to address it as exploring other options.

Mayor Pro Tem Davis closed the public hearing.

Fire Marshal Tim Spears clarified that the property for the two speakers was not on the Exhibit A list attached to the agenda item.

Council questions and comments followed.

ACTION: Motion made by Council Member Bedolla and seconded by Council Member Evans to adopt **Resolution 2023-184** 1) declaring the existence of weeds, rubbish, refuse, and flammable material on the parcels listed in Exhibit "A" a public nuisance; 2) authorizing the South San Joaquin County Fire Authority staff to direct its contractor to abate said public nuisance; and 3) authorizing the South San Joaquin County Fire Authority and staff to recover the costs of abatement from the property owners in accordance with the requirements of the Joint Powers Agreement of the South San Joaquin County Fire Authority and the Tracy Municipal Code. Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young absent.

3.B City Council review and discuss the Wastewater Master Plan Update**.**

Veronica Child, Management Analyst introduced Tim Loper, Carollo Engineers who provided the presentation.

Dotty Nygard asked if there is a possibility to incorporate solar over the Water Treatment Plant to save energy costs and cost to residents.

Council comments followed.

Koosun Kim, City Engineer responded to questions.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to accept the Wastewater Master Plan Update. Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young absent.

3.C. City Council review and discuss the Citywide Water System Master Plan Update.

Veronica Child, Management Analyst introduced Elizabeth Drayer, West Yost.

Dotty Nygard stated it is a vital topic subject, trying to understand how we can delicately balance the need of our water supply, and conserve water supply and asked if the City has started a discussion on rainwater capture and educate the community that it is another option to use residentially or commercially.

Koosun Kim, City Engineer responded to questions.

Council comments followed.

ACTION: Motion was made by Council Member Evans and seconded by Council Member Arriola to accept the Citywide Water System Master Plan Update. Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young absent.

4. ITEMS FROM THE AUDIENCE – Mike Souza shared concerns regarding trying to build parks in Tracy Hills. Have two Parks – Ray Morelos Park and Gene Birk Park. Plans due in April, given agreements to sign which they did and gave back to the City, posted bonds, paid fees, ready to build parks but have not been told why they cannot. Contractors waiting to start park. Have to deliver parks within certain times and asked Council to help deliver parks as they are being held up meeting their commitments.

John Palmer shared his frustration and wanted Council to hold them accountable and Council and staff to be accountable. Proud of partnership built and a product they are proud of. Have 2.5 pages of implementation documents that have been processed since the beginning of this year. If there is something that is deficient, they will cure those deficiencies. Want to build infrastructure, and parks. Need Council's help and direction to staff to work with them.

Midori Lichtwardt, Interim City Manager confirmed staff will work with Tracy Hills to get them answers.

5. STAFF ITEMS – Midori Lichtwardt, Interim City Manager provided the following updates:

- Tracy Chamber's free Tracy Connects event is this Saturday from 10:00 a.m. - 3:00 p.m. at Lincoln Park.
- Glenn Moore's opening reception for his "Through My Viewfinder" exhibit at The Grand from 6:00 p.m. – 8:00 p.m. this Saturday evening.
- The Grand's 23-24 season has been announced, Pablo Cruise is the season opener this Saturday - visit AtTheGrand.org for tickets to your next show.
- Saturday, September 16th is South Side Community Organization's annual Mexican Independence Day celebration: parade at 10:00 a.m., celebration at Lincoln Park at 11:00 a.m. Head back downtown after for Downtown Tracy's Wine Stroll, in conjunction with The Grand's free Artwalk and Fall Open House featuring the Rolando Morales Trio on 7th Street.
- The Tracy Branch Library is closing for renovations of the adult and teen sections beginning September 18, 2023, but curbside will be available during the closure.
- The State of the County address, hosted by the Tracy Chamber of Commerce, will be at The Grand on September 19th from 9:00 a.m. – 11:00 a.m. The event is free, but RSVPs are requested: info@tracychamber.org.

6. COUNCIL ITEMS – Council Member Evans thanked Tracy Reach and committee the organizing that was done.

Council Member Evans stated Council received an email from a constituent about a Civil Rights mural that was defaced. Council Member Evans made arrangements and met the person who sent the email and brought local business owner Suzy Spragg, owner of Stained Canvass and she agreed to put her talents to work free of charge for her time. He worked out there also and got it done. It is on Holly and 12th Street – a wall that has been restored. Thank you to our Entrepreneur of the Year.

Council Member Evans stated he had heard from non-profits and organizers that they are seeing exorbitant temporary use permit fees. He did not believe Council had the intent of raising these fees so high and hurting these entities. Numbers he is hearing will preclude many from conducting events. Something like $35 to $1,700. It is out of line with other cities. Requested staff to evaluate how we can reduce TUP fees to more reasonable rates and needs to be done expeditiously. Mayor Pro Tem Davis supported the request.

Council Member Evans spoke about business tax, is hearing multiple business owners are being hurt badly. It was on the ballot, know it came from Council but does not know the history. Hearing business owners getting hit with $22,000 business license fees, these aren't Walmarts or Amazons. They are small business owners in the community. Looking forward to seeing Finance Committee make some positive headway on that. Needs to be top priority. Council Member Arriola seconded the request.

Council Member Arriola asked for support with agendizing an item for Tracy Hills Park. Issues with the SIA's for Tracy Hills or memo with options. Mayor Pro Tem Davis supported a memorandum.

Council Member Arriola stated Mexican Independence Day is coming up and believed some of Council are participating in the parade. Requested Council Member posters and Tracy Swag. Last year gave out footballs and frisbees.

Midori Lichtwardt, Interim City Manager responded it has been done in the past, we probably have swag and will work with staff for posters. It's within the budget until the Council changes the process of how we use the Council budget. It's a nominal expense.

Council Member Arriola stated he has asked staff in the past for Tracy Pride which is the first weekend in October for the flag to be raised but do not believe it is on our annual list and asked for support in requesting the Pride Flag be raised only for the weekend of October 7 to recognize the second annual Tracy Pride. Council Member Arriola clarified it was not part of the annual list and requested for the weekend in October.

Ms. Lichtwardt clarified raising the Pride Flag for the month of June is already an annual reoccurring flag that has been approved by Council and clarified Council Member Arriola's request for support to raise the flag for Tracy Pride for that one weekend in October and then perpetually.

Mayor Pro Tem Davis responded she supports the LGBTQ community, is a parent and an ally but has been very outspoken about her feelings about flags but personally cannot support any flags being raised perpetually.

There was no support for Council Member Arriola's request.

Council Member Arriola invited folks to Wine Stroll on September 16, 2023.

Mayor Pro Tem Davis shared concerns regarding the business tax. Has received a number of business owners expressing concerns regarding the substantial increase in their business tax and sounds like it is not in the spirit of what the Council intended when the ordinance was proposed and supported the other ask for looking into seeing what happened, if there was a mismanagement of a decimal point, but want to make sure we are addressing those concerns and not unintentionally hurting small business owners.

Mayor Pro Tem Davis asked for support for looking into drivers who are being distracted by solicitors who are on the median and walking into moving traffic. Vehicle Code 21954 addresses pedestrians walking into the street with moving vehicles and want to know if it is something staff can look into and stop the people with big signs and people being aggressive, distracted and dangerous. Minimize this behavior.

Ms. Lichtwardt responded if that is a violation of a Vehicle Code or Penal Code that does not need a second and staff will work with the Police Department and get additional information about what can be done proactively to combat this.

Mayor Pro Tem Davis requested support for finding out ways to be more proactive about the trashy appearance of our City. Getting a lot of complaints about it. Talking about power washing streets and benches, unkempt landscaping, sound wall that has been damaged for a long time on Tracy Blvd and hoping for some resolve to that quickly as it looks really bad.

Mayor Pro Tem Davis asked for a memo about policies regarding empty commercial buildings and what other cities are doing to address these building sitting here for years. It is a drain on our economic development. Want to do positive things but feel it is a huge challenge to do some of the things we like to do from an economic development standpoint with all of these empty commercial buildings. Mayor Pro Tem Davis stated she has been asking since she has been on Council about what other cities are doing to deter this kind of behavior where owners are leaving buildings vacant. Council Member Arriola seconded the request.

Mayor Pro Tem Davis stated Mr. Tanner asked if we have received a memo regarding Macy's and have not seen it yet.

7. ADJOURNMENT – Time: 11:28 p.m.

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

The above agenda was posted at the Tracy City Hall on August 31, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

September 19, 2023

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council approve contract amendment to extend the term of the contract until June 30, 2024, for the IT Strategic Master plan contract with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting.

EXECUTIVE SUMMARY

The Professional Services Agreement with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting was completed in Fiscal Year 2022/23 and the contract term was set to expire on June 30, 2023. Due to the unavoidable delay in hiring and on-boarding the Chief Innovation and Technology Officer until April 24, 2023, only 2 months were left on the contract term, and as a result the study could not be completed, and the contract term expired before the completion of the contract. This contract amendment is only to change the contract end date and does not add additional funding.

BACKGROUND AND LEGISLATIVE HISTORY

On January 18, 2023, the City Manager signed a Professional Services Agreement with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting for consulting services for the development of a Technology Strategic Master plan.

The Term of the agreement as specified in section 2.1 states that the contract shall begin on January 2023 and end on June 30, 2023, unless terminated in accordance with Section 6.

The contract start was delayed to allow for the hiring and on-boarding of the Chief Innovation and Technology Officer who (due to unavoidable delays) started on April 24, 2023. The scope of the contract includes extensive reviews of the current Technology footprint, including numerous workshops with other departments to understand their use of technology and identifying opportunities for future technology investments that include Technology Governance, User Training Recommendations, IT Support, Smart City, Cost Based Considerations, GIS, etc. As a result, the required studies have not been completed.

FISCAL IMPACT

This contract amendment does not change the compensation. The previously approved funding for the contract with ClientFirst Technology Consulting is included in the adopted FY2023-24 IT Department operating budget.

STRATEGIC PLAN

This agenda item supports the City Council's FY2021-2023 Governance Strategic Priority:

Goal 4.e – Complete an IT Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve contract amendment to extend the term of the contract until June 30, 2024, for the IT Strategic Master plan contract with ClientFirst Technology Consulting.

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Cowell, Finance Director
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Amendment No.1 to Professional Services Agreement with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting

Attachment B – Professional Services Agreement with ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting

DocuSign Envelope ID: 87C7B272-29BC-47B7-B359-E727E1B3DE77

CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT WITH ClientFirst Consulting Group, LLC
dba ClientFirst Technology Consulting
TO PERFORM IT Master Plan

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and ClientFirst Technology Consulting, a California corporation (Consultant). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and Consultant entered into a Professional Services Agreement (**Agreement**) for the Consultant to perform IT Master Plan Services, which was approved by the City Manager on January 18th 2023, executed pursuant to Tracy Municipal Code section 2.20.140 (b)(3).

B. The City and Consultant desire to amend the Agreement to amend Section 2 relating to the term.

C. A review of past performance by the Consultant has been completed and it has been determined that it would be beneficial to the City to approve a term extension.

D. It is in the best interests of the City to extend the current Agreement to ensure completion of the project. The extension does not change the previously approved cost of the project.

Now therefore, the Parties mutually agree as follows:

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

2. Terms of Amendment.

A. Section 2 is hereby partially amended to read as follows: "The term of this agreement shall begin on July 1, 2023, and end on June 30, 2024."

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

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

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

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

City of Tracy

By: _____
Midori Lichtwardt
Title: Interim City Manager

Date: _____

ClientFirst Consulting Group, LLC dba
ClientFirst Technology Consulting

DocuSigned by:
By DAVID KROUT
David W. Krout, CPA
Title: President

Date: 7/13/2023 | 11:01 AM PDT

Federal Employer Tax ID No. 20-2403791

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

DocuSigned by:
By Bijal Patel
Bijal M. Patel, City Attorney

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
ClientFirst Technology Consulting, LLC for Technology Strategic Master Plan

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and ClientFirst Consulting Group, LLC dba ClientFirst Technology Consulting, a Limited Liability Company (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to provide Technology Master Planning services; and

B. Pursuant to Tracy Municipal Code Section 2.20.140 (b)(3), the City Manager determined that a formal request for proposals for these services was not in the best interest of the City. Consultant submitted a proposal for Technology Master Planning to the City. The City has determined that Consultant possesses the skills, experience and certification required to provide the Technology Master Planning 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 Tracy Ordinance No. 1285.

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: David W. Krout, CPA, Partner. 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 in January 2023 and end on June 30th, 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 $99,775. 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:

Karin Schnaider
Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

David W. Krout, CPA *(Inactive)*
Partner | Management Consulting Practice Leader
ClientFirst Consulting Group, LLC
dba ClientFirst Technology Consulting
980 Montecito Drive Suite 209
Corona, CA 92879-1793

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

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

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

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

DocuSigned by:
Michael Rogers
336BCFD4230840F...
By: Michael Rogers
Title: City Manager
Date: 1/18/2023 | 5:44 PM PST

ClientFirst Consulting Group, LLC
dba ClientFirst Technology Consulting

DocuSigned by:
DAVID KROUT
42E68BA6DC69478...
By: David W. Krout, CPA *(Inactive)*
Title: Partner | Management Consulting Practice Leader
Date: 1/9/2023 | 10:05 AM PST

Federal Employer Tax ID No. 20-2403791

Attest:

DocuSigned by:
Adrianne Richardson
G9C980E26FF741C...
Adrianne Richardson, City Clerk

Approved as to form:

DocuSigned by:
Kiana Daniel
07D8AA113BD04A3...
Bijal M. Patel, City Attorney

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

Project Kick-Off and Initiation

- The project kick-off is a time to review the City's available documentation and background information, as well as set expectations for the project.
- Provide information requests and questionnaires for completion by the operational departments and other stakeholder groups.
- Meet with the Project Manager and Technology Planning Committee to review the work plan, establish overall responsibilities and communications for the project, schedule meetings, and finalize the project plan details.

Workshop

- Workshop discussion topics include
  - Enterprise and Departmental Application Needs
  - Business Processes
  - Improvements and Automation
  - Application Interfaces and Data Sharing
  - GIS
  - Reporting Issues
  - User IT Support Needs
  - User Training Recommendations
  - Departmental Application Analyst Needs
  - Enterprise Communications
  - Remote Access and Mobile Computing
  - Emerging and Smart Technologies
  - Regulatory Compliance Issues
  - Technology Governance
  - Smart City Applications
  - ROI or Cost-Benefit Considerations

IT Infrastructure and IT Operations Review

Conduct infrastructure review with highly qualified subject-matter experts, performing infrastructure and operations review with systems engineers that continually design, implement, and maintain IT infrastructure.

Infrastructure and operation workshop will focus on assessing the City's network topology and cybersecurity readiness, as well as IT service delivery. ClientFirst will tour the City's major technology facility. Meet with IT management to discuss the current budget, as well as existing and planned IT-related projects.

ClientFirst will address potential areas for improvement, such as staff productivity, collaboration alternatives, policies and procedures, security, disaster recovery, etc.

Provide specific recommendations, including projects, approaches, and best practices.

Risk Assessment
Conduct a high-level evaluation of the City's cybersecurity posture. The assessment includes the following related findings, recommendations, and initiatives.

- IT Network and Infrastructure
- Cybersecurity Readiness
- IT Operational Readiness
- Incident Response Capabilities
- Resiliency
- Policies, Procedures, and Effective Cybersecurity Processes

IT Staffing Assessment
ClientFirst will perform an IT staffing Needs Assessment and review existing IT outsourcing contracts and arrangements. Evaluate the City's current and future resource requirements, service-delivery model, IT support structure, and staff capabilities and skill sets. After identifying strengths and weaknesses, discuss potential structures, skill sets, and training options.

DETERMINATION

Assess overall technology strengths and weaknesses. Determine key strategies, goals, and objectives to address identified issues, which are provided in a preliminary report summarizing findings and observations along with corresponding technology initiatives. Initiative categories include:

- Best Practices
- Technology Governance
- Departmental Applications and Systems
- Smart Technologies
- IT Infrastructure
- IT Operations
- Cybersecurity
- Telecommunications
- IT Staffing

Technology Initiative Development
Research implementation and support costs and prioritize them based on their level of importance to daily business operations.
Consolidate them into a Current State Technology Assessment and Recommendations Report, used for workshops. Identify approximately 60-100 technology projects or initiatives in the following categories:

- Application Enhancements
- Business Process Improvements and Training Needs
- GIS Improvements
- Network Infrastructure
- Telecommunications Infrastructure
- Business Continuity
- Cybersecurity
- Help Desk and Metrics

- Policies and Procedures
- Emerging and Smart Technologies
- Cloud Computing
- Information Technology Staffing and Training
- Technology Governance

Planning and Prioritizing Workshops

Conduct planning and prioritization workshops to discuss findings and recommendations with the Project Manager, Department of Information Technology, Technology Planning Committee, and executive management.

Departments and Project Team Workshops

- The Departments and Project Team Workshop focuses mainly on operational needs, such as business processes, user productivity, software improvements, and customer service.

IT Infrastructure and Operations Workshops

- This workshop focuses primarily on findings and recommendations related to the City's IT infrastructure, day-to-day operations, metrics, and staffing.

Prioritization Workshops

- Conduct a prioritization workshop in two parts.
  - The initial prioritization will be conducted without the Project Committee seeing the project cost estimates.
  - Priorities are then adjusted after taking budget and resource realities into consideration.

Executive Committee Workshop

- Conduct an Executive Committee Workshop to educate and gain feedback from the City Executive Team.

Final Report and Presentations

EXHIBIT B - Compensation

Step	Information Technology Master Plan	Scheduled Week	Total Billable Hours	David	Cindy/ Jamie	Tom	Michael	Toby	Tam
	Project Coordination								
1	Overall Project Coordination		52	12	24	8			8
	Phase 1: Project Initiation	1-4							
2	Project Organization and Kick-Off Meeting with City Project Manager and Key Personnel		12	4	4	1	1		2
	Project Team organization per Project Management Institute best practices								
	Assist in educating Project Team members and stakeholders on defined roles and responsibilities This will be accomplished by providing forms to complete for use in workshops, including background concepts, instructions, and information requests								
	Conduct formal Kick-Off Meeting to officially start the project and provide an overview of the project to Project Team members, key stakeholders, and other engagement participants								
3	Develop Questionnaires/Information Requests		4		1	1			2
4	Obtain and Review Background Information and Preparation		11	4	2	2	1	1	1
	Phase 2: Needs Assessment	4-10							
5	General Data Collection/Gathering, Distribution of Questionnaire, and Collection of Completed Questionnaires/Surveys		12	4	4	2			2
6	***Management and Functional Department Interview Workshops***	6-8							
	City Manager		3	1	1	1			
	City Administration (City Manager's Office)		4	2	2				
	City Clerk		3	2	2				
	Finance		4	2	2				
	Human Resources		4	2	2				
	Development Services								
	Planning and Building		4	2	2				
	Engineering		4	2	2				

Step	Information Technology Master Plan	Scheduled Week	Total Billable Hours	David	Cindy/ Jamie	Tom	Michael	Toby	Tam
	Mobility (Transportation) and Housing Department		4	2	2				
	Operations & Utilities								
	Operations		4	2	2				
	Utilities		4	2	2				
	Parks & Recreation		4	2	2				
	Utilities		4	2	2				
	Public Works		4	2	2				
	Police		4	2	2				
7	***IT Infrastructure, Operations, and Staffing Reviews***	4-6							
	IT Function Interviews								
	IT Management		8			4	4		
	GIS		8			4		4	
	Service Desk		8			4	4		
	Infrastructure		8			4	4		
	IT Information Gathering Activities, including:		14			8	4	2	
	Tour IT Facilities								
	Assessment and Information Gathering, including:								
	IT Staffing and Support Needs (current and future)								
	Cybersecurity Framework								
	Disaster Recovery, Business Continuity, and Risk Management								
	Storage and Backups								
	IT Network and Infrastructure								
	Servers, Server Applications and Management								
	Telecommunications								
	Services, Lines, and Equipment								
	Operations, including Support/Service Agreements								
	Emergency Operations and Emergency Response Plans								
	Email and Message Archiving								
	Service Desk								
	IT Policies and Procedures								
	Metrics Review								

Step	Information Technology Master Plan	Scheduled Week	Total Billable Hours	David	Cindy/ Jamie	Tom	Michael	Toby	Tam
	IT Projects, PMO, and Budgets								
	Website and Social Media Review								
	Audiovisual Systems								
	IT Governance								
8	***Documentation***	6-10							
	Summarize Findings and Observations, Gap Analysis		54	8	12	8	16	4	6
Phase 3: Research and Preliminary Plan Development		*11-14*							
9	Develop Key Strategies, Goals and Objectives		6	2	2	2			
10	Develop Preliminary Initiatives, Findings, Alternatives, and Recommendations		70	12	24	8	16	4	6
	Current IT Environment Summary and Condition		Included						
	All Applications/Systems, including ERP, Enterprise Content Management, GIS, all departmental-based solutions, etc.		Included						
	Reporting and Business Intelligence		Included						
	Application Architecture and Integration		Included						
	Management and Operational Reporting		Included						
	User Training Needs		Included						
	Data Management		Included						
	Site Security (Video and Physical)		Included						
	IT and Telecommunications Infrastructure		Included						
	Network		Included						
	Servers, Storage, and Backups		Included						
	Desktop, Handhelds, Mobiles		Included						
	IT Operations		Included						
	Software Licensing and License Management		Included						
	Service Desk and Metrics		Included						
	Email and Message Archiving		Included						
	Management and Productivity Tools		Included						
	IT Policies and Procedures		Included						
	Technology Governance		Included						
	Cybersecurity Framework/Risk Assessment		Included						
	Business Continuity/Disaster Recovery/Emergency Operations		Included						

Step	Information Technology Master Plan	Scheduled Week	Total Billable Hours	David	Cindy/ Jamie	Tom	Michael	Toby	Tam
	Cloud Strategies: Computing/Cloud Storage		Included						
	GIS and GIS Integration		Included						
	Technology Master Plan Implementation Methodology		Included						
	Emerging and Innovative Technologies		Included						
12	Preliminary Budgets		23	8	4	4	4	1	2
13	Develop Preliminary Assessment Report		26	4	8	4	4	4	2
14	Preliminary Prioritizations		6	2	2	2			
Phase 4: Planning and Prioritization Workshops		*12-16*							
15	Develop Workshop Materials		18	4	4	4	4	2	
16	Workshops - Departments and Project Team		8	4	4				
17	Workshops - IT Infrastructure and Operations		8			4	4		
18	Workshop - GIS		4			2		2	
19	Prioritization Workshops - Project Committee		6	2	2	2			
20	Workshop - Executive Management		6	2	2	2			
21	Revisions		12	2	6	4			
Phase 5: Final Report and Presentations		*16-20*							
22	Develop Final Report and Supporting Documentation		20	6	6	8			
23	Develop Presentation Materials		10	4	2	4			
24	Final Report Presentations - City Management		8	4		4			
		Hours by Consultant	476	115	140	101	66	24	31
		Rate		$ 225	$ 205	$ 225	$ 205	$ 175	$ 160
		Fees	$ 99,775						
		Travel and Related (Mileage)	N/A						
		Total Cost (Not-to-Exceed)	**$ 99,775**						

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING A RESOLUTION APPROVING THE CONTRACT AMENDMENT TO EXTEND THE TERM OF THE CONTRACT UNTIL JUNE 30, 2024 FOR THE IT STRATEGIC MASTER PLAN CONTRACT WITH CLIENTFIRST TECHNOLOGY CONSULTING.

WHEREAS, City Council has prioritized in the FY 2021-2023 the creation of an IT Strategic Plan; and

WHEREAS, ClientFirst Technology Consulting has a proven track record of developing IT Strategic Master Plans for other cities and local government agencies; and

WHEREAS, the original contract was signed in January 2023 and set to expire on June 30, 2023. This did not allow enough time for the Chief Innovation and Technology Officer to be hired and start the project; and

WHEREAS, the contract amendment is at neutral cost to the City, and the funds have already been budgeted and approved in the previous fiscal year; now, therefore, be it

RESOLVED: That City Council adopt a resolution to approve the contract amendment to extend the term of the contract until June 30, 2024, for the IT Strategic Master Plan contract with ClientFirst Technology Consulting.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th of September 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

September 19, 2023

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) awarding a construction contract to Tracy Grading & Paving, Inc., of Tracy, California in the amount of $165,000 for the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, (2) approving a project not-to-exceed budget of $ $222,000, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $33,000, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution awarding a construction contract to Tracy Grading & Paving, Inc., of Tracy, California in the amount of $165,000 for the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, (2) approving a project not-to-exceed budget of $222,000, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $33,000 if needed pursuant to Tracy Municipal Code Section 2.20.090(b).

BACKGROUND AND LEGISLATIVE HISTORY

On June 24, 2022, City Council adopted Resolution No. 2022-085 and authorized the creation of a Capital Improvement Project (CIP) for the Sewer Connection at Lincoln and 11th Street, CIP 74162 (Project) to resolve a long-term maintenance issue as part of the FY 2022 Budget.

The purpose of the Project is to create a connection between a six-inch sewer main that was installed in 2004 to the City sanitary sewer collection system. During the original project construction in 2004, unanticipated conditions were encountered during construction that prevented the connection to be made at that time. An existing six-inch sewer line, serving two commercial properties, dead ends at a manhole in the center of the Lincoln and 11th intersection. The wastewater from the small line is collected in a manhole in the center of the Lincoln and 11th Street intersection, which has to be periodically pumped out by Operations staff, and is a safety concern for staff when that work is performed. The Project will install an eight-inch pipe to connect the dead-end manhole to a downstream manhole and remove the need for Operations staff to perform regular maintenance there.

Engineering staff prepared the plans and specifications and advertised the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, for competitive bids on July 7, 2023, and July 14, 2023. Bids were received and publicly opened on August 8, 2023, at 2:00 p.m. with the following results:

Contractor	Bid Amount
Tracy Grading & Paving, Inc., Tracy, CA	$ 165,000
GradeTech Construction, Inc., San Ramon, CA	$ 181,800

ANALYSIS

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Tracy Grading & Paving, Inc., of Tracy, California is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	$ 165,000
Construction Management (10%)	$ 16,500
Design Support During Construction (4.5%)	$ 7,500
Contingency (20%)	$ 33,000
Total Project not-to-exceed Budget	$ 222,000

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount of $33,000 for this project, which is 20% of the construction contract cost.

FISCAL IMPACT

The total estimated project cost is $222,000 and will be funded by CIP 74162, Sewer Connection at Lincoln and 11th Street Project. CIP 74162 has a current available budget of $222,759 as follows:

	Fund	Budget	Expenses	Balance
Wastewater Capital	523	$ 225,300	$ 2,541	$ 222,759
Current Balance		$ 225,300	$ 2,541	$ 222,759

COORDINATION

Engineering Staff coordinated with the Operations & Utilities Department.

CEQA DETERMINATION

The project is exempt pursuant to categorical exemptions per CEQA Guidelines §15301(b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.

STRATEGIC PLAN

This agenda item supports the Quality of Life Strategic Priority.

ACTION REQUESTED OF THE COMMITTEE

That City Council, by resolution, adopt a resolution (1) awarding a construction contract to Tracy Grading & Paving, Inc., of Tracy, California in the amount of $165,000 for the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, (2) approving a project not-to-exceed budget of $222,000, and (3) authorizing the City Manager to approve change orders up to the contingency amount of $33,000 if needed pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

(1) AWARDING A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING, INC., OF TRACY, CALIFORNIA, IN THE AMOUNT OF $165,000 FOR THE SEWER CONNECTION AT LINCOLN & 11TH STREET PROJECT, CIP 74162, (2) APPROVING A PROJECT NOT-TO-EXCEED BUDGET OF $222,000, AND (3) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $33,000, IF NEEDED, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(b).

WHEREAS, the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, is an approved project; and

WHEREAS, Engineering staff prepared the plans and specifications and advertised the Sewer Connection at Lincoln and 11th Street Project, CIP 74162, for competitive bids on July 7, 2023, and July 14, 2023. Bids were received and publicly opened in City Hall Room 203/Teleconference at 2:00 p.m. on August 8, 2023, with the following results:

Contractor	Bid Amount
Tracy Grading & Paving, Inc., Tracy, CA	$165,000
GradeTech Construction, Inc., San Ramon, CA	$181,800

WHEREAS, Tracy Grading and Paving, Inc., of Tracy, California was the apparent lowest bidder; and

WHEREAS, the bid analysis indicates the bid is "responsive" and the bidder is "responsible;" and

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

WHEREAS, the recommended contingency amount for this project is $33,000; and

WHEREAS, the City Council has authorized a project not-to-exceed budget of $222,000; now, therefore, be it

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby awards a construction contract to Tracy Grading and Paving, Inc., of Tracy, California, in the amount of $165,000 for the Sewer Connection at Lincoln and 11th Street Project, CIP 74162; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves a project not-to-exceed budget of $222,000; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Manager to approve change orders up to the contingency amount of $33,000, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b), and be it

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on 19th day of September 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

September 19, 2023

Agenda Item 1.D

RECOMMENDATION

Staff recommends that City Council approve a Resolution adopting the City of Tracy's Economic Development Strategic Plan.

EXECUTIVE SUMMARY

On May 3, 2022, the City Council approved, by Resolution 2022-054, a Professional Services Agreement not exceeding $152,000 with consultant, AECOM Technical Services, Inc. (Consultant). The Consultant conducted an extensive stakeholder engagement period to gather comments and feedback from the City Council, City staff, and community stakeholders, accompanied with data research and analysis, to develop key strategies, goals and action items to guide the Economic Development Division for the next ten years. This item recommends that the City Council adopt by resolution the City of Tracy's Economic Development Strategic Plan as provided in Attachment A.

BACKGROUND AND LEGISLATIVE HISTORY

On January 20, 2022, the City issued a Request for Proposals (RFP) for professional services to develop an Economic Development Strategic Plan (EDSP) and selected AECOM Technical Services, Inc. In the summer of 2022, the Consultant began their scope of work by conducting a site visit with key City staff members and initiated stakeholder interviews. As part of the stakeholder engagement, 50+ individual interviews were conducted, including but not limited to four of the sitting Council Members, and representatives from the local workforce, education, transportation, tourism, and healthcare sectors.

In subsequent months, the Consultant conducted extensive research on national and local real estate market data for the industrial, commercial, residential, and hospitality sectors. The Consultant synthesized the research and stakeholder feedback to finalize the EDSP, which includes recommended strategies for specific goals and objectives to align with the identified priority areas in Tracy.

On May 16, 2023, the Consultant presented the draft Economic Development Strategic Plan to the City Council with proposed strategies and action items to achieve the following five objectives:

1. Foster resilience through strategies that encourage economic inclusion and diversification to provide stability during downturns and minimize external threats.
2. Encourage investment of "catalytic" opportunity areas to create cohesive, mixed-use developments that incorporate well-designed "missing middle housing," transit-oriented developments, commercial, and retail opportunities.
3. Promote growth through strategic infrastructure projects which build on unique assets and competitive strengths.
4. Encourage quality of life and place improvements through placemaking enhancements and diverse cultural amenities in order to attract businesses and the talented individuals who fuel them.

5. Strengthen organizational capacity to enhance resilience to changes in economic and business cycles, reduce economic disruptions, and expand market access.

This workshop provided the Consultant an opportunity to receive City Council and public feedback after which Consultant prepared the final EDSP (Attachment A). The adoption of the City of Tracy's Ten-Year EDSP will provide the City with a roadmap for the future economic growth in Tracy, by defining the economic vision, strategic actions, and best practices to achieve continued community prosperity, fiscal growth, and industry diversification, while considering the City's demographics, needs, and capitalizing strategically in the opportunities.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CEQA DETERMINATION

A California Environmental Quality Act (CEQA) determination is not required of this item as this is a planning document only.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, 4.2, to develop an Economic Development Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council approve a Resolution adopting the City of Tracy's Economic Development Strategic Plan.

Prepared by: Joseph Viorge-Koide, Administrative Technician

Reviewed by: Vanessa Carrera, Assistant to the City Manager – Economic Development
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – City of Tracy's Economic Development Strategic Plan

Attachment A

CITY OF TRACY CALIFORNIA

Think Inside the Triangle™

TEN-YEAR

Economic Development Strategic Plan

September 2023

Published by

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
cityoftracy.org

Prepared by

AECOM
100 S Wacker Dr, Suite 500,
Chicago, IL 60606
aecom.com

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01
Executive Summary

Introduction

This Economic Development Strategic Plan provides The City of Tracy with a strategic framework and roadmap to enhance economic development and community resiliency.

The plan aligns with established Economic Development Administration (EDA) guidance which frames economic development and resiliency as a set of factors which speak to the capacity of a region to recover quickly from a shock, withstand a shock, or the ability to avoid the shock altogether, with a specific focus on regional susceptibility.

The following three distinct sets of forces are:

1. Global Factors such as the impact of recessions and broader downturns in regional / national / global economic activity which impact regional demand for goods and services. Global events such as the "Great Recession" from 2008-2009 and COVID-linked global instability are examples of economic shocks which have impacted the Bay Area and Tracy.

2. Structural changes within core regional industries, including decline or unexpected / accelerated growth, loss of a military base or major employer. While the Bay Area has endured its share of these disruptions, particularly closed military installations, dramatic growth can create different, but equally destabilizing effects; emergence of Silicon Valley since 2000 is one example.

3. Economic consequences of Natural Disasters are realized as major shocks (a hurricane or 500-year flood event) or as stressors (extreme temperatures or recurring 100-year flood events which do not necessarily result in a disaster declaration). For the Bay Area, these challenges are broad, from drought and fire risk, to excessive rainfall, earthquake and sea level rise. Federal policy has increasingly focused on the idea of "building back better"; leveraging recovery funds to reposition local economies and enhance resiliency.

The plan is intended to support the City of Tracy in leveraging data-driven decision-making supported by stakeholder consensus to focus implementation efforts on strategic economic development priorities.

Strategy Overview: Developing the Framework

Strategy development goals included identifying local industry clusters that may align with those positioned for growth, conducting a market and land use assessment, identifying and understanding gaps in the local market/economy, engaging stakeholders to help identify Tracy's strengths, weaknesses, opportunities, and threats, identifying catalyst/opportunity sites where place-based economic development makes the most sense, developing recommended tactical strategies and supporting actions, and identifying organizational capacity needs.

To identify and assess Tracy's strengths, weaknesses, opportunities, and threats, the project team conducted a Listening Tour, a series of meetings with over 50 individuals and more than 30 companies, agencies, and groups. Discussions focused on high-level impressions, identification of issues, challenges, and pathways for success, as well as recommendations for organizing the structure of economic development in Tracy. The stakeholders involved included:

- Mayor & City Council
- City Departments
- Tracy Chamber of Commerce
- Workforce Development and Education (Tracy Unified School District)
- Real Estate Developers and Landowners (Prologis)
- Non-profit and Social Assistance (San Joaquin County Housing Authority)
- Large Employers across industries
- Small and Medium Businesses across industries
- Retail
- Tourism
- Economic Development Organizations (San Joaquin Partnership)

City of Tracy Economic Development Strengths, Weaknesses, Opportunities and Threats Analysis (SWOT)

STRENGTHS

An educated and skilled labor force, proximity to Bay Area, Stockton, Sacramento, high-quality K-12 education system, robust local business, community, abundant buildable land and infill opportunities, active civic organizations, walkable downtown with excellent arts center and growing restaurant scene, airport and rail infrastructure, economic development is a clear city council priority.

WEAKNESSES

Limited professional and technical jobs base, small daytime population due to out-commuting, no higher education institution and limited workforce training, few midscale and upscale retail and restaurant options, low residential density downtown limiting retail and restaurant potential, lack of clear community identity, especially to visitors, Economic Development staff capacity stretched thin.

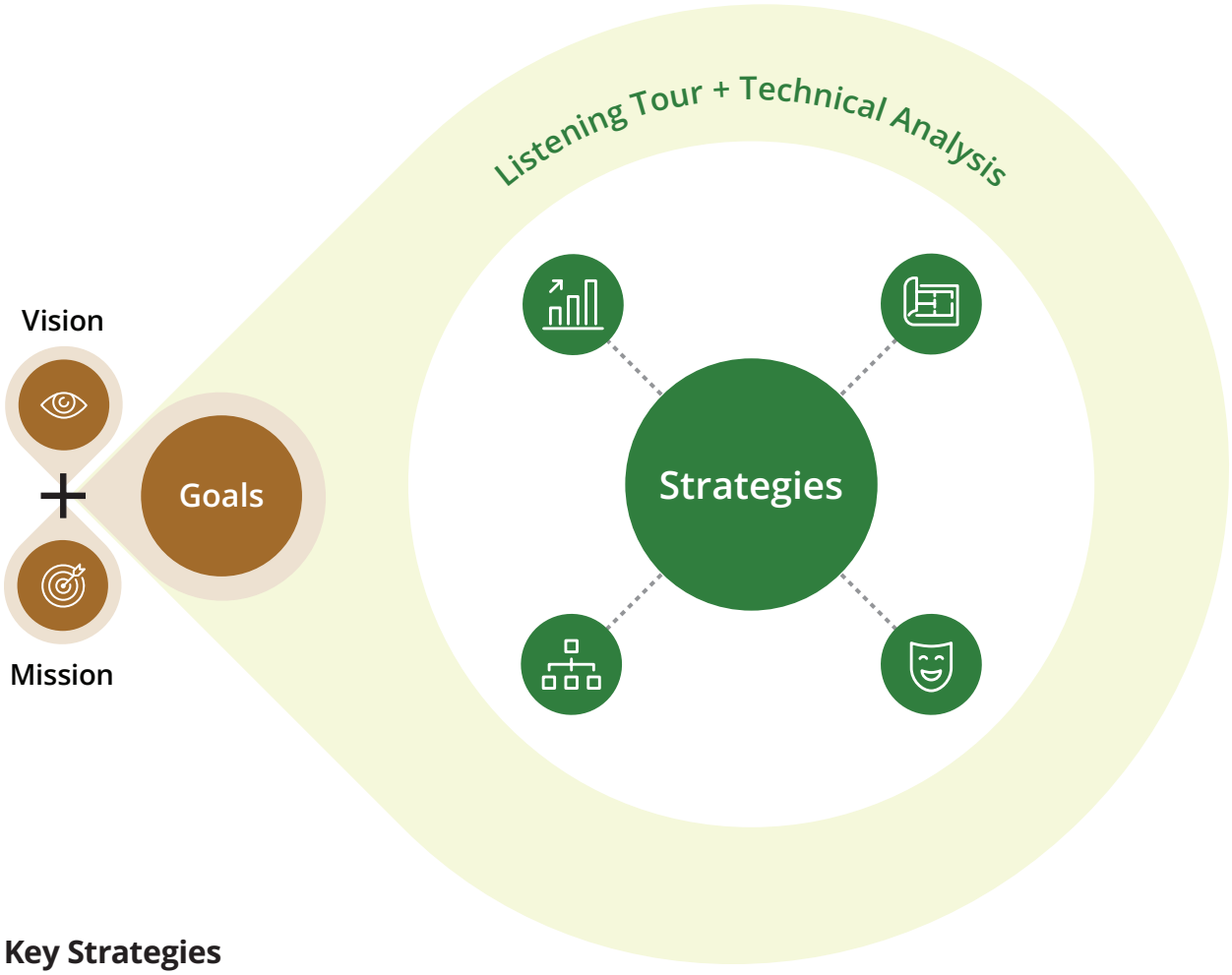
OPPORTUNITIES

Hybrid and remote work enabling commuters to spend more time in Tracy, availability of new federal infrastructure funds, Valley Link rail and Transit Oriented Development, Measure V funds for parks and recreation amenities, and maximizing alignment between Economic Development functions and transportation, housing and workforce development.

THREATS

Lack of community consensus on future growth priorities, Lack of affordable housing options for low- and middle-income workforce, intense competition from neighboring cities for distinctive regional retailers, continued decline of the West Valley Mall, residential growth ordinance limiting infill development potential.

Insights gained from the Listening Tour and the Technical Analysis were leveraged to provide clarity regarding vision, mission and goals around future economic development priorities in Tracy. Four strategies were identified to serve as pathways to measurable actions, cutting across organizational capacity, diverse and resilient economy, real estate and development, and quality of life and place. For each strategy, a prioritization framework was provided a short term, medium term, and long term milestone timeline.



Key Strategies

Organizational Capacity

Diverse & Resilient Economy

Real Estate & Development

Quality of Life & Place

Milestone Timeline

- ● **Short Term** Years 0 – 2
- ●● **Medium Term** Years 2 – 5
- ●●● **Long Term** Years 5+

ORGANIZATIONAL CAPACITY

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration

GOAL 1 Increase capacity to deliver economic development services within Tracy.

ACTIONS

- ● Expand the City's Economic Development Team with two additional staff to support implementation of a business retention and expansion (BRE) program to support recovery and growth of local businesses, and to expand retail offerings on the south side of Tracy.
- ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration.
- ●● Evaluate potential future City-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator).
- ●● Support the Tracy Chamber of Commerce in the expansion of City-wide business resources and marketing opportunities.

GOAL 2 Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.

ACTIONS

- ● Ensure that Tracy businesses have visibility and are aware of workforce development programs offered by the San Joaquin County Workforce Development Board, and bring awareness to programs currently offered to the Tracy community, including Adult Schools medical pathway and ESL courses, and expand on these opportunities.
- ●● Work with Tracy Unified School District to expand career and technical education pathway programs, and dual enrollment programs.
- ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy.

DIVERSE & RESILIENT ECONOMY

Foster resilience through strategies which encourage economic inclusion and diversification

GOAL 1 Reignite conversations with healthcare providers and stakeholders in northern California to expand healthcare services and workforce opportunities in Tracy.

ACTION

- ● Identify a City "sector champion" to own and lead conversations with health care providers.

GOAL 2 Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.

ACTIONS

- ● Enhance site selection webpage on the Economic Development website as a first step in expanding business attraction across target industries.
- ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources.

GOAL 3 Encourage policies which enable entrepreneurship and innovation among small businesses in Tracy.

ACTIONS

- ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth.
- ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems.

The analysis will need to consider funding, community resources, facilities, and training to identify gaps.

●● Work with City Development Services staff to ensure that zoning codes differentiate between lower-value warehouse vs higher-value advanced manufacturing activities.

REAL ESTATE & DEVELOPMENT

Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths

GOAL 1 Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment.

ACTIONS

●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations.

●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals.

●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295).

●●● Sustain a long-term engagement strategy with Union Pacific Railroad (UPRR) to maintain focus on reuse of currently under-utilized railroad property and evaluate strategies and grant funding to mitigate potential environmental concerns.

GOAL 2 Ensure City capital improvement projects have a high impact on the local economy by incorporating Smart City infrastructure elements.

ACTIONS

●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned.

●● Work with real estate brokers, lenders, and potential developers via public-private partnership model to identify opportunities for development of mixed-use projects.

●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs for existing City roads can be financially sustained.

QUALITY OF LIFE & PLACE

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities

GOAL 1 Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

ACTIONS

● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, particularly.

●● Partner with Cultural Arts Division to identify and implement civic art opportunities.

GOAL 2 Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities.

ACTIONS

● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination.

●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand.

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02
Existing Conditions

With the onset of the COVID-19 pandemic by March of 2020, the California economy, and Tracy's competitive position within it, entered a period of volatility and change. While economic recovery in 2021 and 2022 has been impressive, expansionary federal monetary policy also introduced significant inflationary pressures which have only begun to relent in 2023, and economists are now weighing the likelihood of a second pandemic-linked recession by spring 2024. Given the unique nature of COVID's impacts relative to past recessions, our experience argues for the need to delineate the following distinctions and their implications for Tracy:

A. The extent to which pre-existing economic trends in Tracy re-emerge post-pandemic; or,

B. Whether short-term economic trends due to the pandemic strengthen and dictate different future trajectories

Core Findings

Our analysis has yielded the following core statements about Tracy and its economic positioning:

Regional Economic Shifts

Well before the pandemic, the underlying center of economic gravity across the 20-county Northern California Mega Region was shifting generally eastward toward Tracy, Stockton, and Sacramento. These shifts in employment have encouraged locations such as Tracy and San Joaquin County to gain population arguably at the expense of the larger region into 2019. Additionally, broader statewide out-migration trends connected with higher costs of living and broader quality of life challenges are also significant. With development shifting eastward, Tracy needs to consider more intentional economic development policies to better differentiate itself within the region, and to ensure that benefits of growth are maximized.

Retail Trends

Analysis of employment across retail, hotel, restaurant, and tourism and attractions reinforce a broader theme of underdevelopment, with the implication that Tracy residents are seeking these opportunities outside of the City, with limited capacity to draw in visitors and tourists. With continued population growth in Tracy, and with the "Retail Apocalypse" now declared over, traditional retail fundamentals are expected to return to the forefront, with a focus on locations which can leverage strong traffic counts and visibility to encourage neighborhood-serving retail or destination-oriented experiential retail and integrated mixed-use projects. These insights argue for consideration of new retail and mixed-use offerings within downtown and areas such as Tracy Hills. Reduced performance of the West Valley Mall is a significant concern anchored with analysis showing the mall as being one of the weakest regional malls within 50 miles.

Industrial Trends

The analysis reinforces consequential significant growth in warehouse activities (with slower growth since 2019), offset by decreasing concentration in industrial and agriculture and relative stability in manufacturing. Strategy outcomes need to ensure a more diversified local economic base, beyond warehouse / e-commerce into advanced manufacturing, construction, production and repair services. Such diversification will encourage a more robust regional tax base, enhancing the City's fiscal resiliency.

Office Trends

Return to work trends within Northern California reinforce a clear shift in IT worker interest toward full remote and hybrid office arrangements. While these trends have created challenges for traditional downtown office markets such as downtown San Francisco, opportunities for traditional suburban bedroom communities such as Tracy to attract remote workers in the future have expanded. Currently, office-using employment sectors remain highly underdeveloped in Tracy, and more intentional strategies will be needed to offset current gaps, with consideration of efforts across spaces to support business incubation, acceleration, and coworking.

Housing

Analysis reinforces a distinct trend for housing construction in Tracy relative to regional and statewide trends, with single family detached housing comprising roughly 80% of inventory, well above noted benchmarks. Notably, while Tracy has seen growth in multi-family unit construction since 2010 at an annual rate of 1.9% (faster than noted benchmarks), single-family detached unit growth has also been equally rapid (annual rate of 1.1% since 2010). As the community begins to transition out of the pandemic in 2024, housing availability and affordability will become a primary economic development challenge. As well, opportunities to better integrate new multi-family residential projects in mixed use districts, such as downtown Tracy will strengthen destinations, and also attract supporting office use.

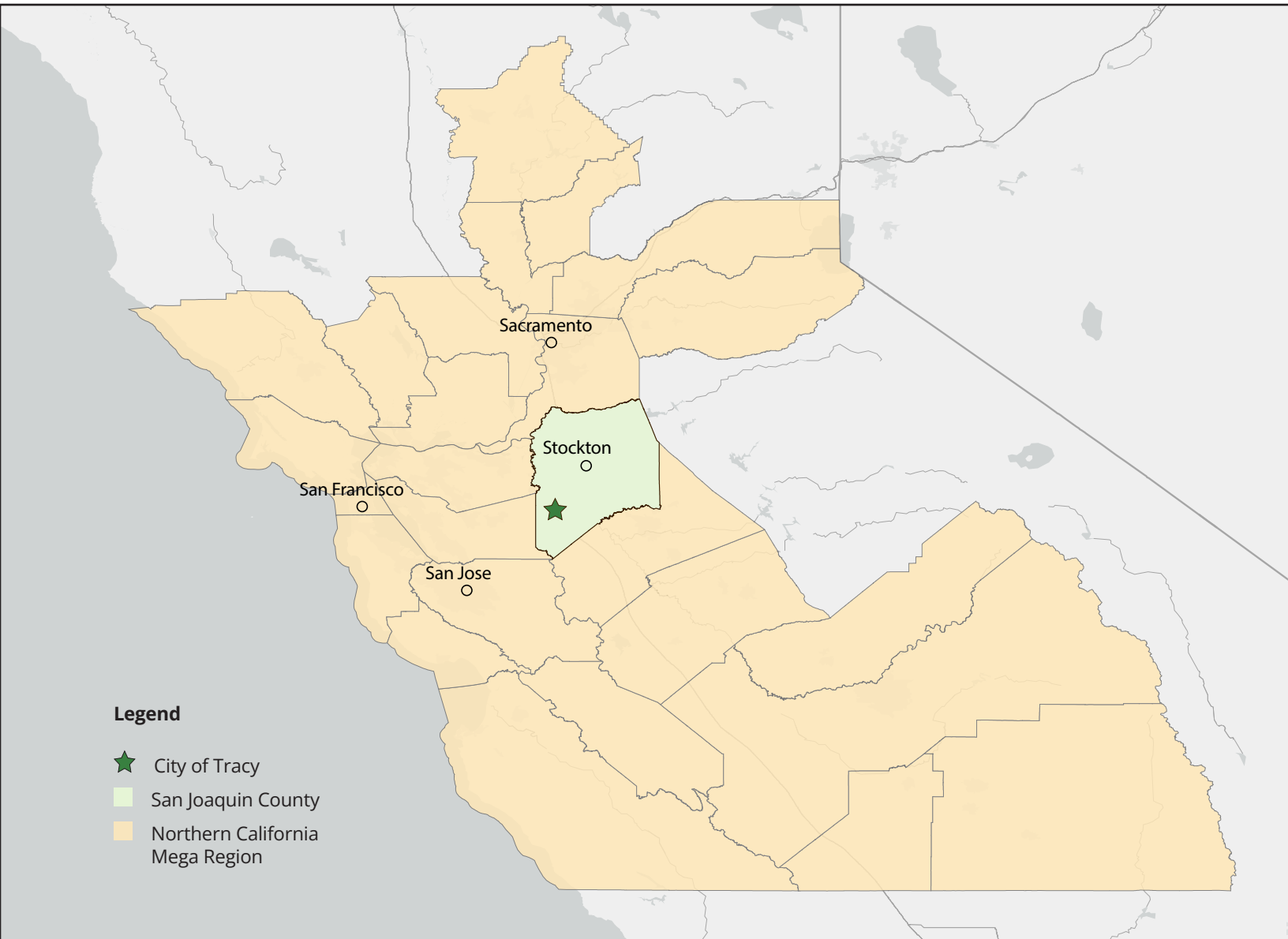
"With development shifting eastward, Tracy needs to consider more intentional economic development policies to better differentiate itself within the region, and to ensure that benefits of growth are maximized."

Regional Growth Dynamics

Our analysis reinforces the economic development implications associated with a clear geographic shift in the Northern California region's center of gravity. Our analysis places Tracy in context with San Joaquin County and the larger 20-County Northern California "MegaRegion" which includes the larger metropolitan areas within Northern California, inclusive of San Francisco, San Jose, Stockton, and Sacramento.

Before the COVID-19 pandemic, the Northern California MegaRegion was already undergoing a geographic shift in its center of economic activity, as shown in the following table and map; data for Southern California is included for context. The analysis is based on changes in employment by industry correlated with standard commercial real estate categories such as industrial, office, and retail. The Table on the following page shows that there has been a more consequential shift in the concentration of employment of roughly 7 kilometers. The associated map reinforces how the economic center of gravity is shifting geographically to the east, toward Sacramento, Stockton, and Tracy more so for industrial and retail, as opposed to office which has shifted southward, toward San Jose.

Boundaries of Different Study Areas



Shifting Center of Economic Gravity

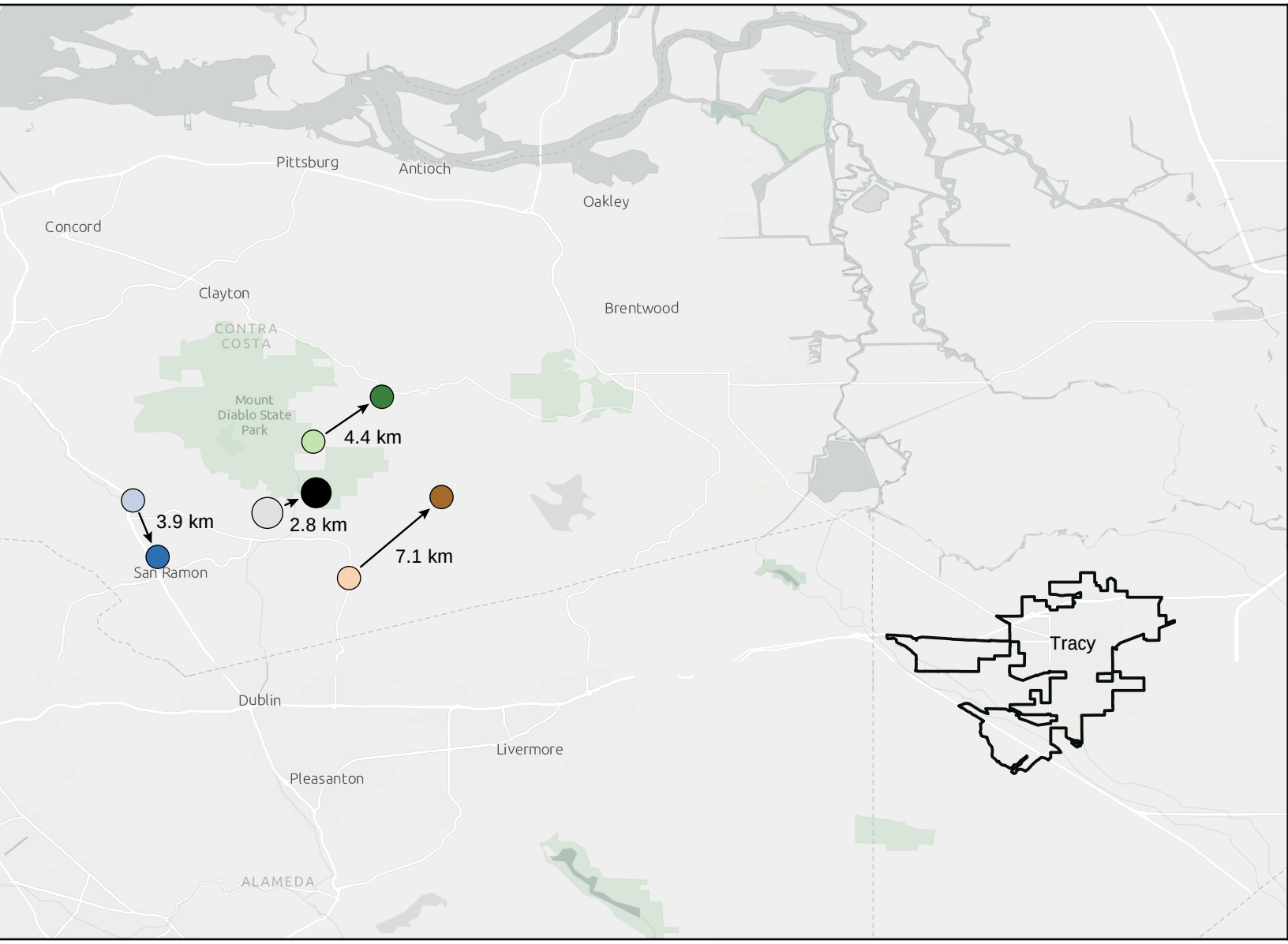
Northern and Southern California MegaRegion

Geographic shifts in economic activity are also influencing population trends, with cities such as Tracy experiencing sustained population growth since 2010 (1.4% annually) in context with San Joaquin County where population growth has increased from 1.2% annually between 2010 and 2019 to 2.8% annually since 2019. In context with these growth rates, our analysis of population estimates from the State of California reinforces how the larger northern California MegaRegion and state are experiencing decreasing populations since 2019, largely due to out-migration linked to higher costs of living and other quality of life challenges.

Legend

Sector	2003	2019
Industrial		
Office		
Retail		
Overall		

Northern California MegaRegion Shifting Center of Economic Gravity



Source: EMSI/AECOM Analysis

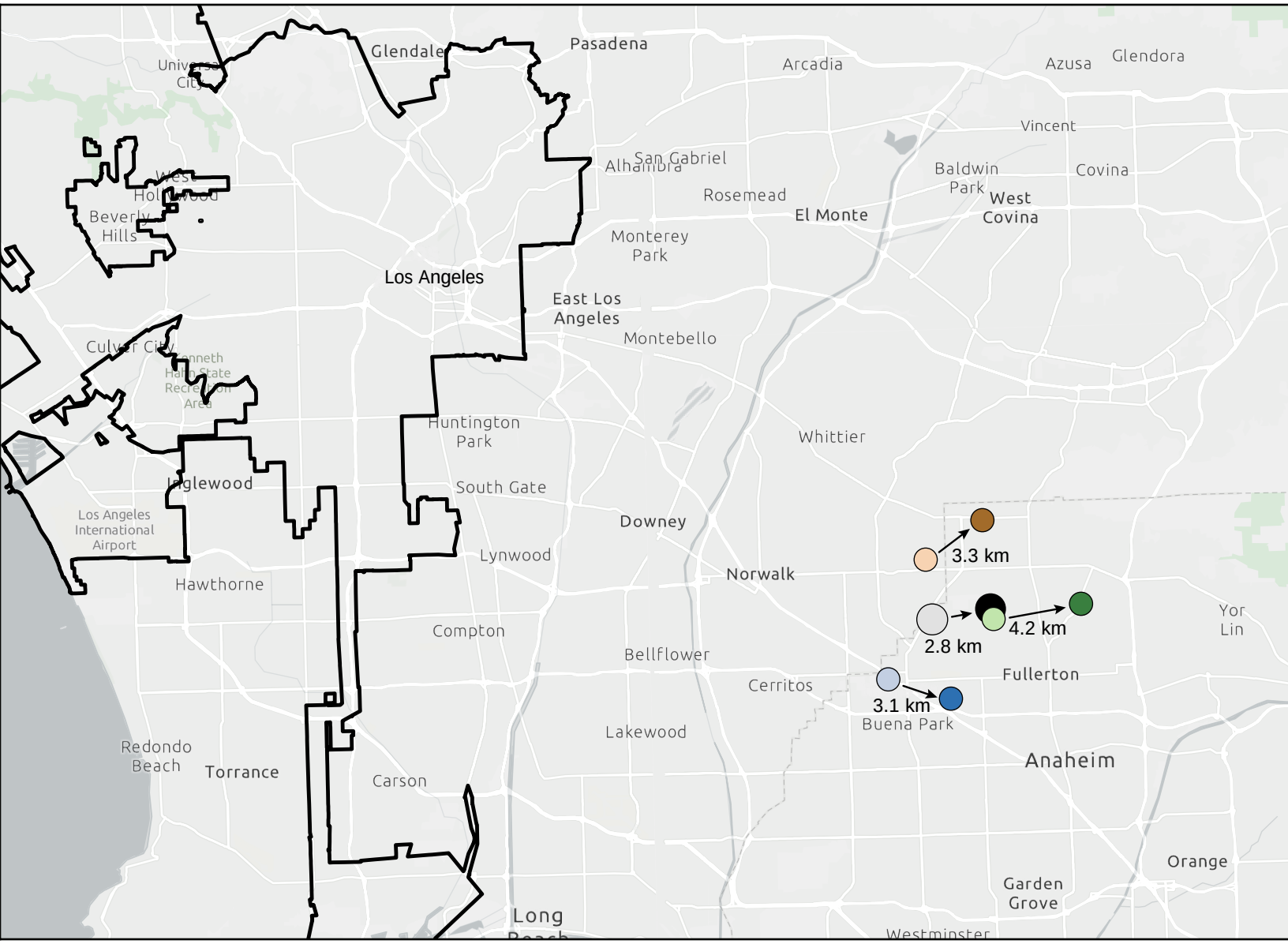
Shift in MegaRegion Employment Center, 2013 - 2019

Employment Sector	Northern California	Southern California
Industrial	7.1 km	3.3 km
Office	3.9 km	3.1 km
Retail	4.4 km	4.2 km

Legend

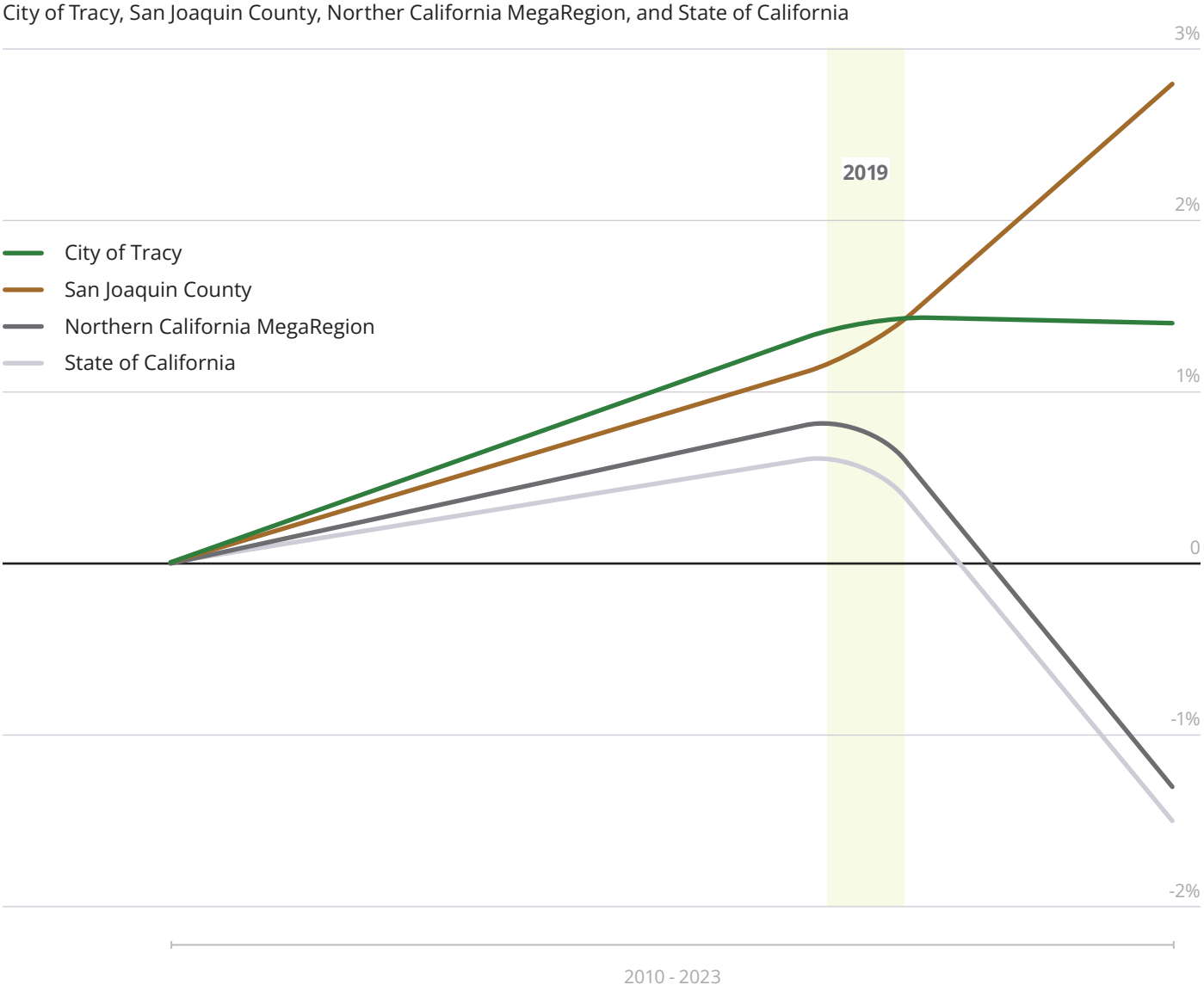
Sector	2003	2019
Industrial		
Office		
Retail		
Overall		

Southern California MegaRegion



Population Trends, 2010 - 2023

City of Tracy, San Joaquin County, Norther California MegaRegion, and State of California



Jurisdiction	2010	2019	2023	2010 - 2019	2019 - 2023
City of Tracy	82,922	94,326	95,615	1.44%	1.40%
San Joaquin County	685,306	764,373	786,145	1.22%	2.80%
Northern California MegaRegion	10,826,653	11,718,499	11,566,855	0.88%	-1.30%
State of California	37,253,956	39,538,245	38,940,231	0.66%	-1.50%

Source: State of California / US Census

The Northern California MegaRegion includes Alameda, Amador, Calaveras, Contra Costa, El Dorado, Marin, Mariposa, Merced, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tuolumne, and Yolo Counties

Federal Grant Support

Since 2021, the federal government has enacted three major legislative efforts to offset the economic impacts of the COVID-19 pandemic:

- The Bipartisan Infrastructure Law. $1.2 trillion over 10 years.
- The CHIPS & Science Act. $280 billion over 10 years.
- The Inflation Reduction Act of 2022. $393 billion over 10 years.

These federal efforts will support new investments in infrastructure, renewable energy, health care, and advance manufacturing. Sources such as McKinsey have argued that the intent of these policies is to, "improve US economic competitiveness, innovation, and industrial productivity." Given these trends, it is essential that the City of Tracy sustain collaboration with regional partners as these future dollars are invested across the Northern California MegaRegion in consequential infrastructure and economic development efforts across transit, renewable energy, and health care; the core goal is to ensure that benefits to the City of Tracy can be maximized.

The "Retail Apocalypse" and E-Commerce

Arguably more than other sectors, Retail and restaurants have endured consequential and structural changes linked in part to the pandemic, as follows:

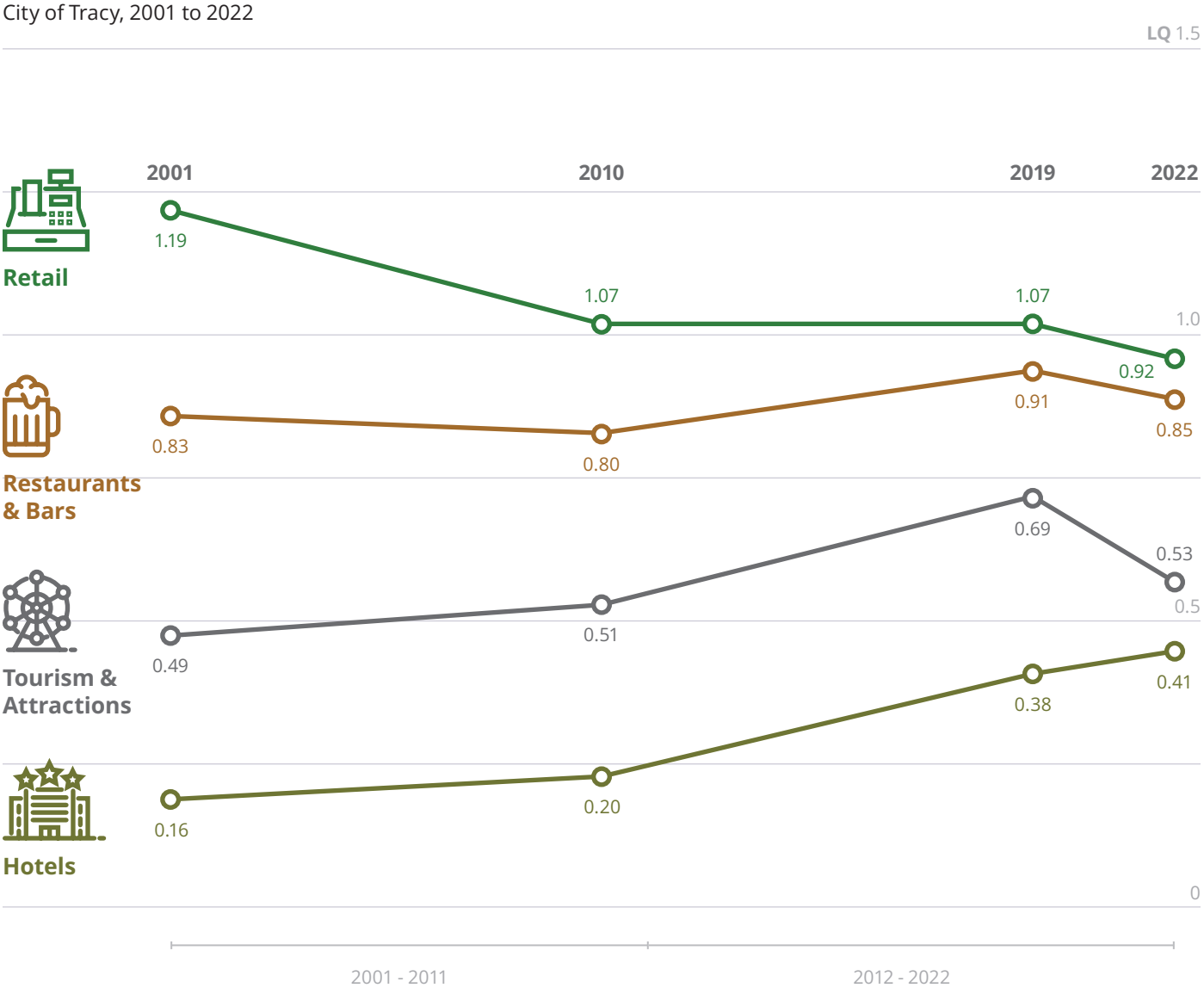
- Growth in e-commerce and omni-channel retail (an experience that allows customers to seamlessly transition between digital and traditional shopping channels), to the extent that between 30% and 50% of all retail transactions are initiated electronically, meaning that the line between e-commerce and brick and mortar retail has effectively blurred. While Tracy has benefited from consequential increases in sales tax revenue due to e-commerce transactions, recent studies by the General Accounting Office (GAO) suggest that congressional action will be needed to resolve uncertainties over out-of-state sales tax payment as individual states have enacted a patchwork of rules following the 2018 Supreme Court decision, South Dakota v. Wayfair.
- The COVID-19 pandemic accelerated the structural decline of department stores such as Sears and Kmart and increased pressure on the financial stability of suburban department store-anchored shopping malls, such as the West Valley Mall in Tracy.
- Consumer spending patterns in 2020-2022 shifted decisively away from services, entertainment, and experiences; trends for 2023 suggest that households are only beginning to pivot back.
- Restaurants and grocery stores were particularly impacted, and recovery has been slow. According to data from Lightcast, with the onset of COVID, our analysis shows that the number of employees per restaurant establishment dropped dramatically from about 18 down to less than 14, and as of 2023, remains below pre-COVID thresholds. As Tracy continues to recover from the pandemic, strategies to continue supporting the restaurant sector are needed.
- Amazon announced significant layoffs and delays to warehouse construction as the impact of COVID softened; by summer 2023, this amounted to roughly 115 warehouse projects closed, cancelled or delayed, according to the Wall Street Journal.
- Access to broadband becomes more important for smaller retailers in reaching larger markets.

Related economic ripple effects across the food industry continue to unfold, as evidenced by demand for meal delivery services and ghost kitchens, and practical concern over the viability of food delivery business models. For grocery delivery, announcements by Amazon in January 2023 to begin charging fees on Fresh Grocery orders under $150 also speak to business models which remain in flux.

Analysis of employment by industry in Tracy using a location quotient approach focused on retail, hotel, restaurant, and tourism reinforced a broader theme of under-development. The location quotient tool was used to discern local concentrations of employment relative to US average (< or > 1.0). As shown below, while retail historically was more concentrated than US average (LQ in 2001 of 1.2), levels of local concentration have generally decreased since 2001, decreasing to roughly 0.9 in 2022. This decrease is likely reflective of decline at the West Valley Mall, as well as limited growth in retail offerings since 2010. Trends across restaurants, hotels, and attractions also point to relative under-development, with the implication that residents of Tracy are seeking these opportunities outside of the city.

Retail, Hotel, Tourism & Attraction Location Quotients

City of Tracy, 2001 to 2022



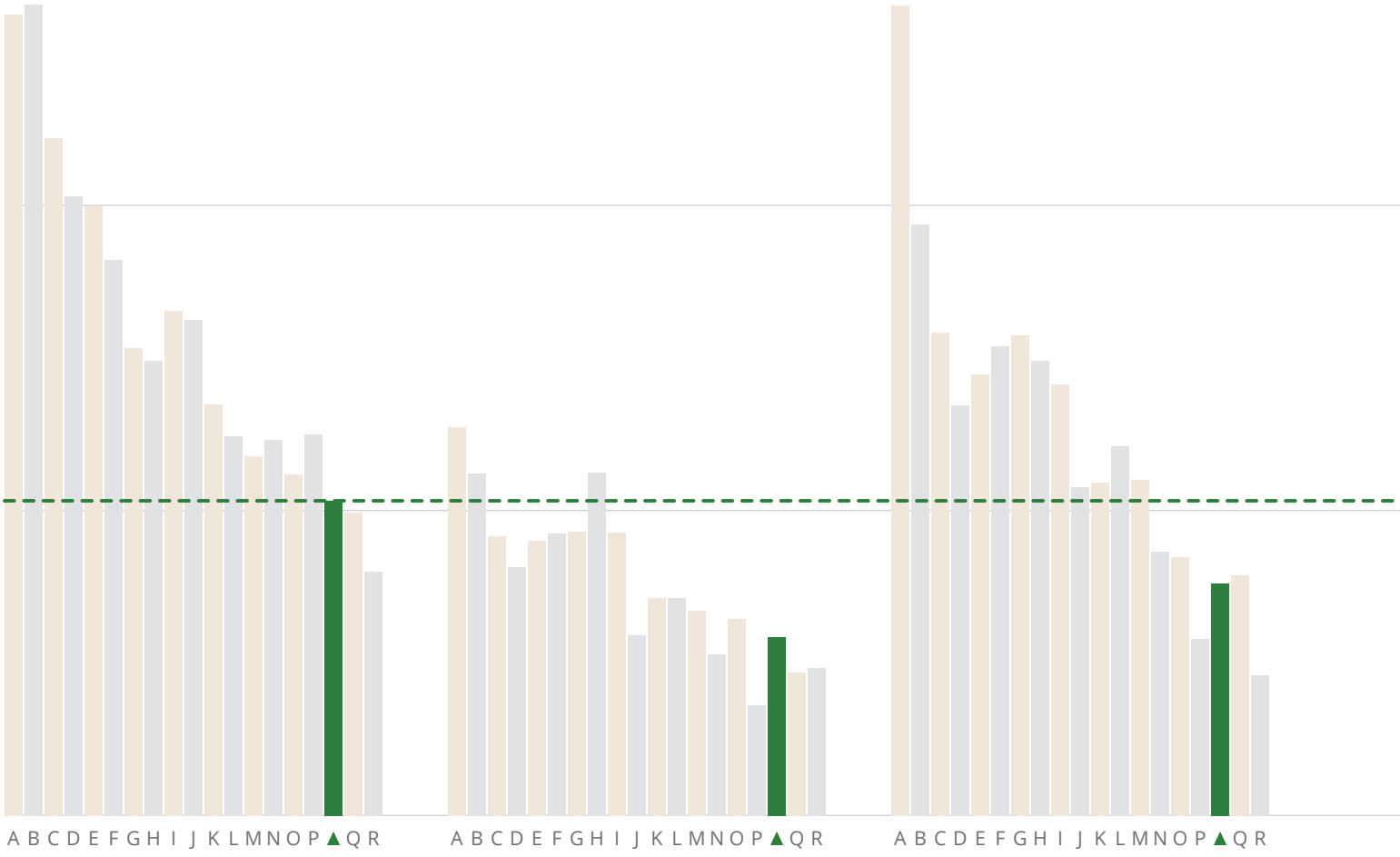
Source: Economic Modeling Specialist International (EMSI)

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

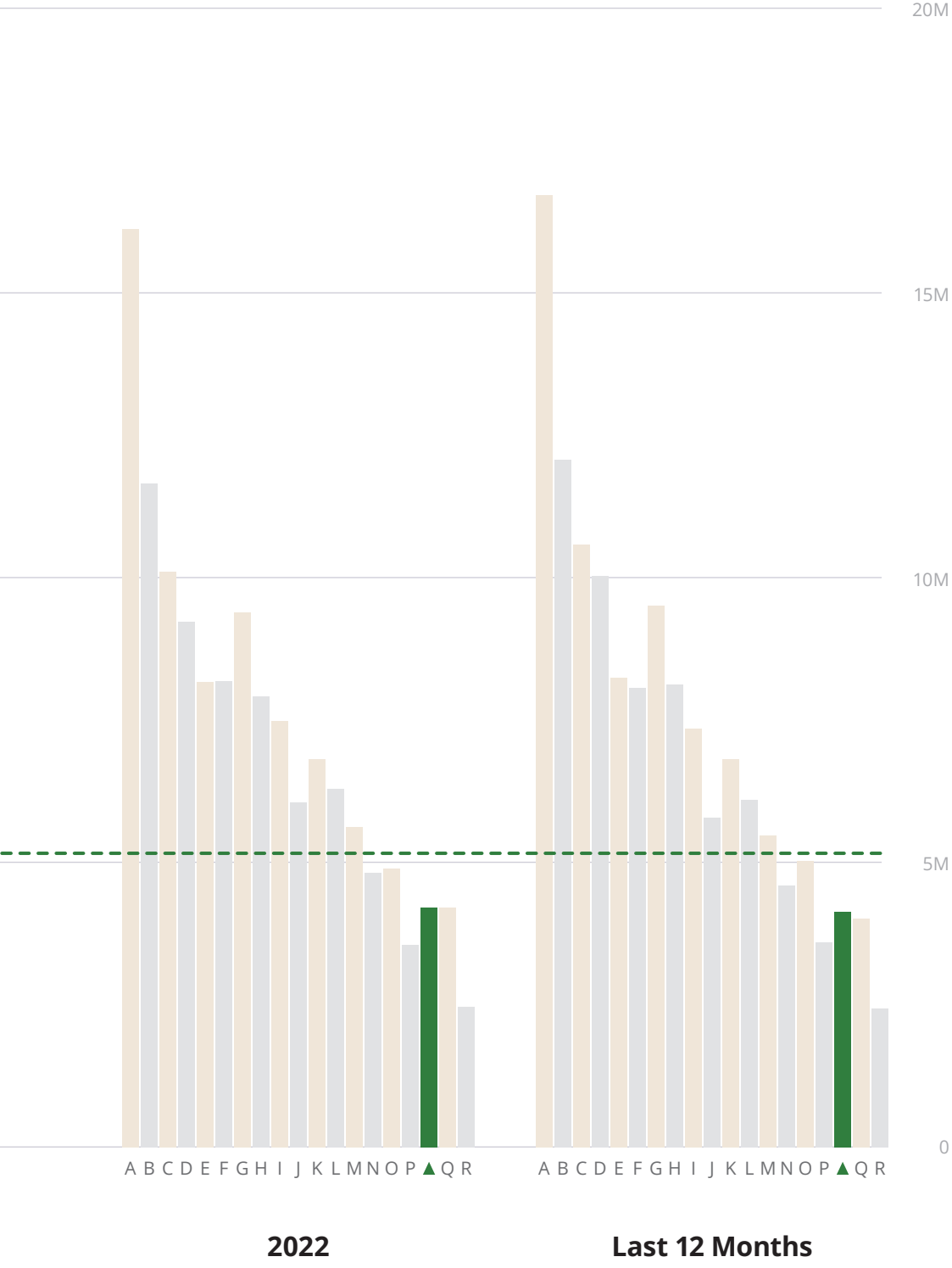
We also looked at visitation trends for competitive shopping malls in proximity to Tracy, as shown in the table on the next page, leveraging data from Placer.ai. The chart ranks West Valley Mall in context with other super-regional malls within 50 miles based on estimated visitation since COVID, relative to a pre-pandemic baseline. While a subset of malls have recovered beyond their pre-COVID levels (including Westfield Valley Fair and Great Mall), the table reinforces how West Valley Mall has struggled to recover, with aggregate visitation levels which remain well below regional averages. These trends are generally consistent with other metro areas, where a narrow subset of shopping malls are able to retain their anchor department stores and thrive, in part due to the presence of more diversified store offerings, including entertainment and restaurants.

Total Visitation Volume by Year for Super Regional Malls

within 50 Miles of West Valley Mall



Pre-Pandemic Baseline **2020** **2021**



Legend

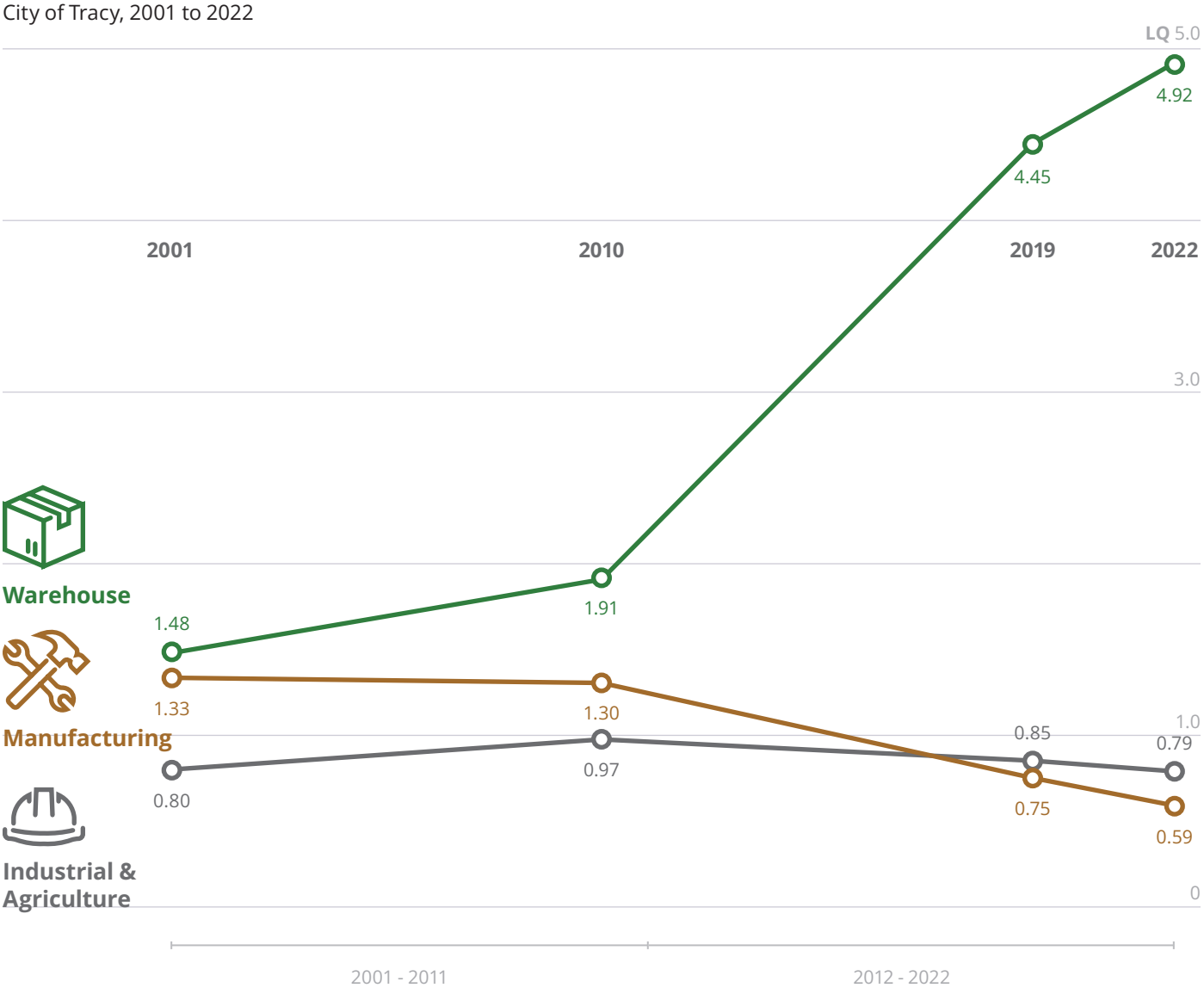
▲ West Valley Mall

-- West Valley Mall Pre-Pandemic Baseline

A Westfield Valley Fair
B Great Mall
C Westfield Oakridge
D Eastridge Center
E Sunvalley Shopping Center
F Vintage Faire Mall
G Hillsdale Shopping Center
H Alameda South Shore Center
I Stanford Shopping Center
J Stoneridge Shopping Center
K Southland Mall
L San Francisco Premium Outlets
M Broadway Plaza
N Solano Town Center
O Bayfair Center
P Newpark Mall
Q Weberstown Mall
R Hilltop Mall

Industrial-Related Location Quotients

City of Tracy, 2001 to 2022



Source: EMSI

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

There are four distinct drivers of industrial demand:

Our experience with warehouse district and advanced manufacturing projects in Chicago, Dallas, and San Francisco reinforces the need to differentiate that there are four distinct drivers of industrial demand:

1. Pre-COVID growth in e-commerce for order fulfillment beginning in 2010.

2. Pandemic induced supply chain issues triggered short-term need for warehouse space; demand is expected to slow by the end of 2023 and into 2024.

3. Expectations for post-COVID growth in domestic advanced manufacturing linked to shorter and more resilient supply chains.

4. Broader demand for construction, utilities, industrial services, and waste management.

Within Northern California, new warehouse construction has shifted decisively toward the Central Valley, with demolition of roughly 40 million square feet of older space in industrial markets across Santa Clara, Alameda and San Mateo Counties. Cities such as Stockton have emerged as a focal point for new warehouse construction, largely due to lower land costs compared to Tracy.

The table on the left summarizes location quotient trends for the City of Tracy between 2001 and 2022 across industrial sectors inclusive of agriculture, construction, utilities, manufacturing, warehouse, transportation, and logistics, and speaks to significant growth between 2010 and 2019. Decreasing concentration in Industrial & Agricultural activities (with location quotient decreasing from 1.33 in 2001 to 0.59 in 2022) has also unfolded with relative stability in manufacturing activities.

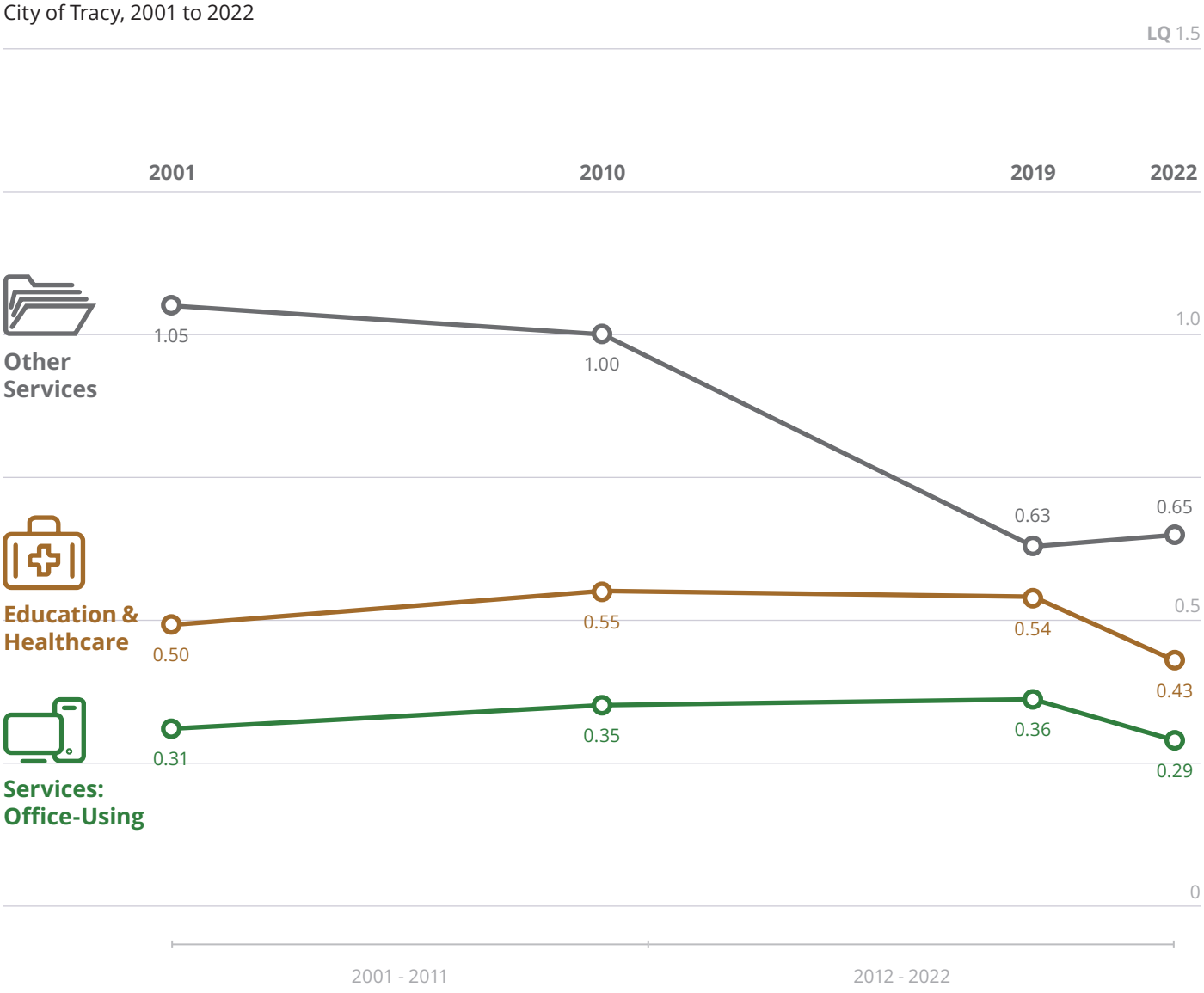
Remote Work and Office Demand

Office markets have been particularly impacted as the pandemic led to accelerated and sustained interest in remote work from home (inclusive of hybrid and pure remote). With office building utilization remaining well below pre-COVID thresholds in 2023, expectations point to a post-COVID hybrid world where workers opt for two or three days a week in the office. While new office buildings with significant amenities seem to be weathering these challenges, the continued mismatch between generally higher real estate values and significantly lower levels of space utilization is creating pressure, with primary focus on older office buildings constructed between a primary focus on from 1980 to 1990. Another important consideration about remote work is the reality that a majority of occupations in the US are not suitable for work from home; many of these positions will tend to be in lower to middle wage positions across retail and services.

In Tracy, analysis of employment by industry across professional services, education and health care using a location quotient approach reinforces how sectors that would be expected to drive demand for office space remain consequentially underdeveloped relative to the US average or have decreased in concentration since 2001.

Office-Using Employment, Location Quotients

City of Tracy, 2001 to 2022



Source: EMSI

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

Housing

Although housing markets nationally have been particularly impacted by the pandemic, our experience reinforces how broader structural trends have been impacting housing since 2010, in context with an extended period of economic growth:

- The construction pace of US Housing units has slowed from long-term averages, largely due to housing units which were not built between 2010 and 2015, due to the impact of the Great Recession.
- With slower growth in inventory, there is increasing pressure to reinvest in older (pre-1970) homes; the US Census estimates that about 350,000 housing units annually need to be built just to replace lost units; for Tracy this "minimum replacement rate" could be between 75-100 units per year.
- While US Census data suggests that aggregate residential construction costs have generally accelerated only in line with inflation since 2000, home values have grown at a faster pace. Sources such as the Federal Housing Finance Agency have identified higher land costs as a specific challenge in housing affordability.
- The Missing Middle: The unfolding impact of housing units not built since 1970 due to the advent of "single-family" zoning districts, which have over time encouraged either single family or multi-family housing, at the expense of townhome, rowhouse and duplex construction.
- Research by the Brookings Institute addresses how changes in US household structure over the last 30 years, with fewer 2-parent households and more single-parent and multi-generational households is unfolding in stark contrast to housing construction trends, which continue to favor traditional single-family homes.

Our research indicates that the Tracy housing market's historic trajectory through 2023 has been distinct relative to regional and statewide trends, as shown in the adjacent tables. Single-family detached housing makes up about 80% of inventory in Tracy, well above the noted benchmarks. Notably, while Tracy has seen growth in multi-family unit construction since 2010 at an annual rate of 1.9% (faster than noted benchmarks), single-family detached unit growth has also been rapid (annual rate of 1.1% since 2010).

Single Family-Unit Share Change

Market	2010	2023
Tracy	81.4%	80.0%
San Joaquin	72.3%	73.4%
NORCAL	59.0%	57.7%
California	58.2%	57.3%

Growth Rate, Housing Units, 2010 - 2023

Market	Single Family-Unit Growth	Multi-Family-Unit Growth
Tracy	1.1%	1.9%
San Joaquin	0.1%	-0.2%
NORCAL	0.5%	0.9%
California	0.4%	0.8%

Source: State of California

> "The pace of US housing unit construction has slowed from long-term averages, due in large measure to units not built between 2010 and 2015, due to the Great Recession."

03

Listening Tour Summary and Observations

Particularly since 2010, Tracy has transitioned from being an agricultural focused Central Valley community into a mid-sized city solidly within the Bay Area's sphere of influence. Given consequential growth, continuing the historic single-use land consumption pattern in Tracy may have significant negative consequences, and to be competitive, Tracy needs to change its development approach.

Stakeholders expressed mixed feelings about the pace of growth and community change, with excitement and optimism about the City's direction balanced by concern over the impact of growth on City infrastructure and quality of life. Stakeholders also spoke of tension between longtime residents (so-called "Old Tracy") and recent transplants (so-called "New Tracy") with respect to growth and quality of life priorities.

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Organizational Capacity

Economic development is a clear priority for City leadership, and while there is some disagreement on specific goals, elected officials and department heads recognize the importance of economic development for the City's future. The City Council continues to prioritize economic development as part of their biannual strategic priorities.

Economic Development Division staff are visible in the community and are proactive in pursuing prospective companies. However, staff capacity is limited. The Economic Development Division is challenged to deliver on a diverse set of responsibilities, including marketing, data brokerage, liaising with site selectors and facilitating incentives negotiations, helping local businesses navigate City processes, and representing the City in local and regional partnership associations. The Economic Development Division may need additional staff resources to fulfill these responsibilities for a fast-growing city. In addition, there could be greater coordination and more strategic distribution of responsibilities between the Economic Development Division and the Tracy Chamber of Commerce.

KEY OBSERVATIONS

Tracy needs a more cohesive structural approach to help organize its economic development efforts. Our experience reinforces the importance of staying competitive by hiring staff that directly addresses major gaps in efforts. One specific area of needs is business retention and expansion. While it is beneficial for Tracy to think outside of its jurisdictional borders, there is still a need to balance a more aggressive local approach with the opportunity to optimize regional, collaborative efforts. Ideally, Tracy would have at least two Full Time Equivalents (FTEs) and one or two junior-level Full Time Equivalents (FTEs) to support future economic development efforts.

Diverse & Resilient Economy

A large segment of Tracy's labor force commutes to the Bay Area for higher wage employment opportunities. Numerous stakeholders expressed frustration that, despite being home to so many Bay Area professionals, Tracy has attracted few white-collar jobs, leaving the City with a Bay Area labor force and a Central Valley jobs base. There is also a widespread perception that Tracy's retail, logistics, and service jobs are mainly held by residents of lower-cost communities in the Central Valley. While this claim is true to some extent, it likely underestimates the number of lower-income Tracy residents who work in the city.

Stakeholders do not want to see the City defined by warehouses, though Tracy has emerged as a logistics hub. The logistics sector accounts for thousands of jobs in Tracy and generates tens of millions in sales tax revenues to the City. Some stakeholders expressed concern that logistics employers do not provide quality jobs for the community, while others suggested the public underestimates the higher-wage job opportunities in modern logistics facilities. The locational advantages that make Tracy a logistics hub, coupled with its increasingly educated workforce, could position the City to attract more manufacturing opportunities.

Several stakeholders suggested healthcare as a desirable and realistic growth industry for the City, as there are plans for a new Sutter Health hospital in the Westside Specific Plan area which could serve as an anchor for additional medical office, clinic, and educational development.

Finally, stakeholders praised the Tracy K-12 education system, but noted a need for more career and vocational training opportunities.

> "The logistics sector accounts for thousands of jobs in Tracy and generates tens of millions in sales tax revenues to the City."

KEY OBSERVATIONS

The cluster analysis portion of the strategy identified gaps across many potential target industries. Even in Tracy's most mature cluster, agriculture, there is room for growth and innovation. To close such gaps, recent efforts among Economic Development Organizations with agriculturally- based economies, are focused on taking advantage of an increasing number of agritech and innovation opportunities by working with directly with higher education institutions.

Though the Bay Area is home to a plethora of Fortune 500 firms in the innovation and technology sector, Tracy needs to close the gap in leveraging such opportunities. One example is in the advanced manufacturing sector, particularly in the areas of food production, EV production, clean energy tech, and semiconductor manufacturing.

Healthcare access is another fundamental gap that needs to be addressed in Tracy. Sutter Health's recent investment in the Tracy Care Center located on Eaton Avenue is one positive trend for Tracy. However, as Tracy's population and workforce continues to grow, access to healthcare opportunities will need to keep pace. A proactive, collaborative approach will be necessary that seeks to leverage Bay Area healthcare providers and assets.

Retail opportunities in Tracy have not followed the typical "retail follows rooftops" adage. To help close the gap, Tracy needs to evaluate beyond its borders. To compete with benchmark communities and other growing communities nearby, Tracy will need to be more intentional and proactive in considering ways to attract unique retail opportunities that have the potential to draw from a larger trade (i.e., beyond its jurisdictional borders). Our experience shows that modern-day retail attraction efforts should focus on trade area versus political boundaries. Successful retail attraction can also be tied directly to primary job growth, particularly new employers that can help boost the daytime population.

Educational attainment is critical to Tracy and the Northern California Mega Region. However, there is a clear gap in provision of higher education in Tracy. With two national labs located nearby in Livermore and countless higher ed opportunities directly in the Bay Area, Tracy needs to advocate at the state level for funding sources and possible higher ed partnerships. To achieve the needed level of workforce talent to capitalize on a greater degree of "near-shoring," Tracy will need to advocate for investments in the California State University system, the community college network, and apprenticeship programs, all of which need to benefit Tracy directly.

Real Estate & Redevelopment

Tracy's General Plan offers a clear growth framework, implemented through a streamlined, flexible zoning code. Stakeholders with experience working with the City's Development Services Department report high levels of transparency and predictability in the project approval process.

However, some stakeholders noted that the pace of approvals is slow relative to some other cities and complicated by the City's residential growth control system.

Tracy's primary big-box retail cluster at I-205 is performing well, but the West Valley Mall is in a troubling state of decline. The mall is one of the most valuable properties in Tracy given its freeway proximity and infrastructure connections. Stakeholders expressed support for the idea of the City taking an active role in determining the future of the property.

Downtown has been on a positive trajectory in recent years, but it lacks residential and employment density to support around-the-clock restaurants and retail. Stakeholders report a general lack of developer interest in infill development Downtown despite there being virtually no height or density limits in the zoning code. Practical barriers may include challenging site assemblies with fractional ownerships, risk related to securing growth allotments for housing, and concern about marketability given Downtown's distance from freeways and rail transit.

Encouraging a greater diversity of market-rate housing options (e.g., smaller apartments, townhomes, and condos), as well as income-restricted affordable housing, could help enable more Tracy workers to live in the community. Many stakeholders highlighted a need for more affordable and workforce housing in the community. Several employers noted that their employees - even those with moderate wages by Central Valley standards—struggle to afford housing in the community.

Core Infrastructure

The City has adopted the use of Infrastructure Master Plans, a systematic approach to planning and funding future infrastructure needs. The Master Plans, which are currently being updated, create standardized fees on new development that are intended to cover the projected cost of future infrastructure needs. As a general rule, development in Tracy is expected to pay for its own infrastructure costs, though the City does offer some deferrals and credits as "soft" incentives.

City engineers report that Tracy's utilities have capacity for growth contingent on planned investments associated with Infrastructure Master Plans. Tracy manages its own water and sewer facilities and privately contracts for garbage services. Electricity is provided by PG&E, which charges higher rates than nearby local electrical utilities. Tracy has two underutilized airport properties that the City is interested in evaluating for logistics and research and development (R&D) uses. Both airports face significant barriers to development. For example, Municipal Airport is not connected to municipal water and sewer, and the New Jerusalem Airport is in a remote location and has virtually no infrastructure aside from the small airstrip. In context with innovation unfolding across concepts such as personal air mobility, the potential for economic development around these local assets needs to be better understood.

Tracy has considerable rail infrastructure owned by the Union Pacific Railroad (UPRR), a Class 1 railroad. This includes an active rail spur that connects sites in the Northeast Industrial Area to the Union Pacific mainline. Tracks on the south side of the City are mainly used for commuter rail (Altamont Corridor Express), and tracks east of downtown are used to store old locomotives. Several stakeholders suggested that Tracy's rail infrastructure and several key sites along the tracks are underutilized.

KEY OBSERVATIONS

Our experience reinforces the importance of Tracy focusing on the continued vitality of its Downtown area. Downtown has the potential to create a valuable mixed-use core that creates a natural pipeline for startups and small, locally-owned businesses to flourish. Improving the offerings in the Downtown core, from retail to entertainment options, needs to equate into Tracy's economic development gap-closing strategy. Current efforts to create a Downtown Specific Plan should align with the Economic Development Strategic Plan.

Other than the Downtown core, there is no genuine mixed-use development in Tracy. Most generational cohorts prefer walkable locations that can sustain a live, work, play, shop, and eat, etc. environment. Future Tracy economic development efforts need to focus on a supply of commercial and residential developments that include amenity-rich environments. This strategic plan identifies eight opportunity, or "catalyst," sties. Many of these sites have the potential to serve as future mixed-use sites.

West Valley Mall is holding Tracy back from realizing its full economic and fiscal benefits. Built in the 90s and now distressed, the mall needs a more holistic and targeted intervention. The intervention will require working with mall ownership to figure out a path forward.

Working with and forging stronger relationships with the local and regional real estate community, including developers, lenders, and brokers, will need to be a primary focus for Tracy. The effort needs to consider and identify what sites and buildings are suitable development targets for prospective owners and tenants alike. Working with local and regional chambers of commerce can help the City create a defined list of targets, which can then be leveraged through Tracy's integration of Bludot, a Customer Relationship database (CRM). Current transitions in economic development leadership underscore need for a stable platform to manage relationships.

Core Infrastructure

Our experience reinforces the need to invest in high-impact capital improvements which have potential encourage additional private-sector investment, or to reduce government expenses. Coordination between economic development and infrastructure planning is necessary, in part because while capital improvement decisions are made over future 5, 10, and 20 year horizons, economic development project needs will tend to unfold within months as new companies scout sites and make location decisions. Coordination between municipalities and utility providers to align spending plans for road and right-of-way utility infrastructure is a second example. Equally, the recent closure of the Hansen Road overpass speaks to the importance of needed improvements to alleviate truck traffic. As the population continues to grow, there is a greater need for providers of capital improvements to formally meet on a frequent basis to troubleshoot and discuss infrastructure needs and to solidify potential opportunities for collaboration.

Our identification of eight opportunity or "catalyst" areas presents an opportunity to coordinate infrastructure investments that can encourage additional private sector investment and align with its economic development goals.

The deployment of smart infrastructure makes local economies more efficient and resilient. Tracy needs to employ the use of smart cities technologies to proactively evaluate and use a data-driven approach to all future infrastructure decision-making processes. Smart infrastructure will help decision-makers identify additional gaps in mobility infrastructure and service provision far in advance.

The Valley Link Rail project aims to close gaps in the statewide rail system by providing a 42-mile, 7-station connection between the Dublin/Pleasanton BART station and the North Lathrop Altamont Corridor Express (ACE) station. The time is now for Tracy to ensure maximum economic benefits from the project. Last mile connections to and from future Valley Link stations will need alignment with the City's General Plan and capital improvements plan.

Quality of Life & Place

Maintaining and improving Tracy's quality of life is a priority for residents. Virtually, all stakeholders noted that Tracy offers desirable quality of life attributes, including safe neighborhoods, fun community events, and a unique small-town atmosphere. However, stakeholders reported the need for more recreation facilities and family-friendly attractions. Tracy voters have shown willingness to fund recreation improvements through the Measure V sales tax, which is supporting the development of Legacy Fields, a long-awaited Aquatics Center, a multi-generational recreation center, and a new nature park.

Stakeholders are eager to see more retail, restaurant, and entertainment opportunities in the City. Numerous stakeholders suggested that Tracy offers little to do for families and young adults, leading many to travel to the Bay Area for shopping, dining, and entertainment. Some highlighted promising additions to the City's restaurant scene (both local and chain offerings) but noted there remains room for further improvement.

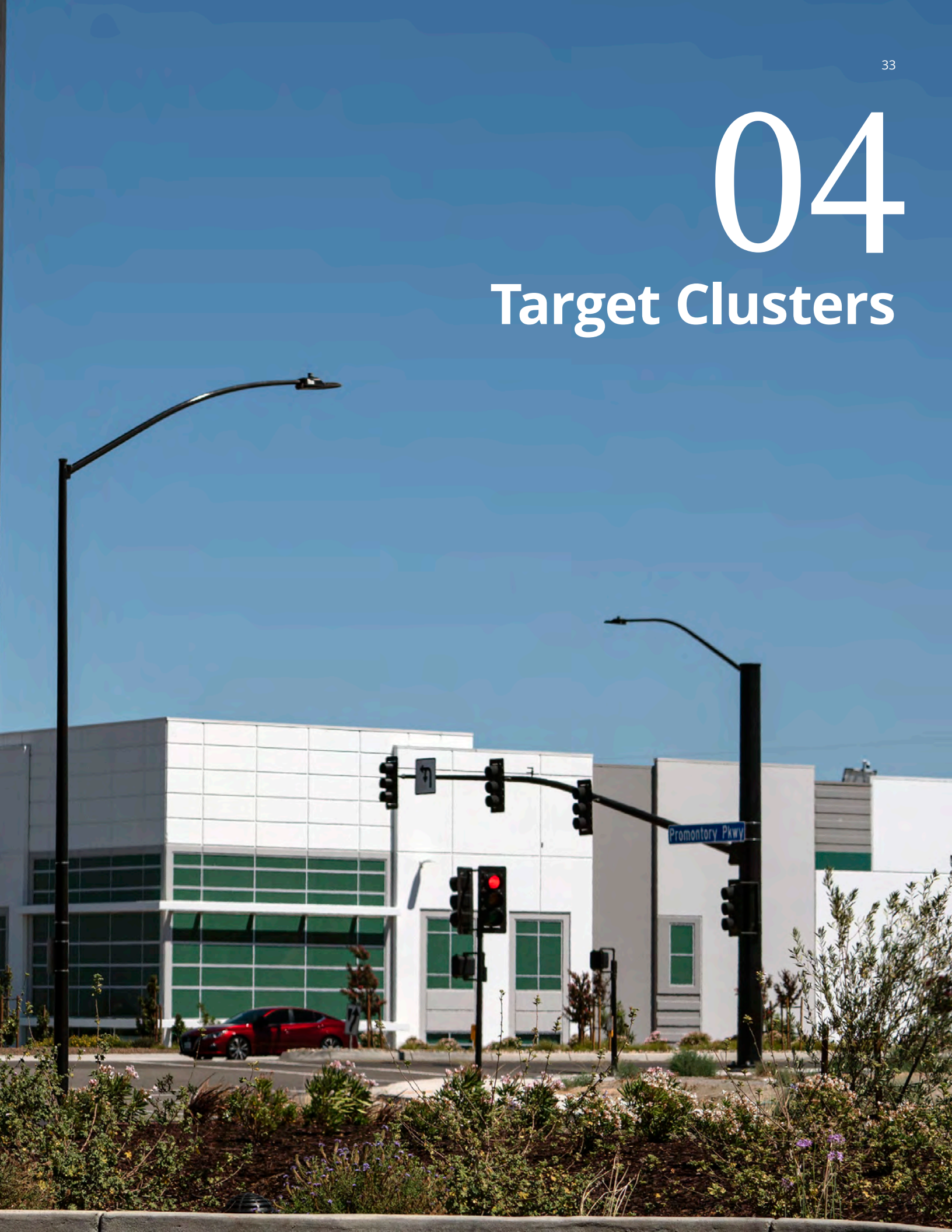
Tracy could be doing more to convey a distinct sense of place, especially in its gateways and edges. Stakeholders also suggested the City install more wayfinding signage to help direct visitors from the freeway to Tracy's key attractions, such as Downtown and the I-250 retail cluster.

KEY OBSERVATIONS

Maintaining and improving Tracy's quality of life is a priority for residents. In order to work on enhancing its sense of place and unique identity, Tracy will need to increase its portfolio of destination-oriented amenities and offerings specifically in the arts and culture, restaurant, and entertainment sectors.

Housing supply and affordability are in crisis across the Northern California Megaregion and beyond, including Tracy. Workforce housing is essential to economic development success.

04
Target Clusters



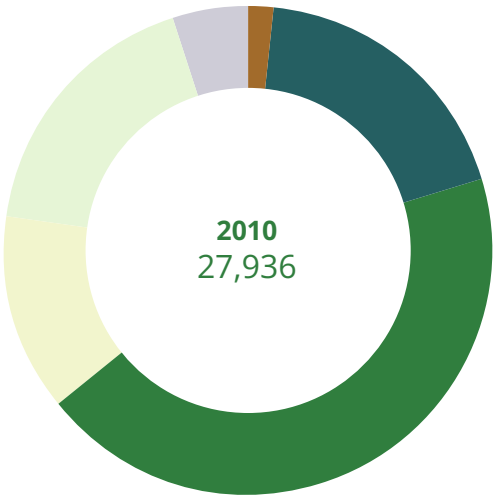
The recommended target clusters are the results of the industry cluster analysis and qualitative findings related to Tracy's competitive position. AECOM recommends four target clusters, and eight niche industries for Tracy to prioritize for economic development. The identified clusters have all experienced positive job trends in the last decade but despite the positive trends, location quotients in some essential clusters such as Education and Health Services remain low (0.61 and 0.59, respectively). These location quotients indicate that Tracy's population is not being adequately served by these local clusters. Growth in these clusters should be targeted as a necessity.

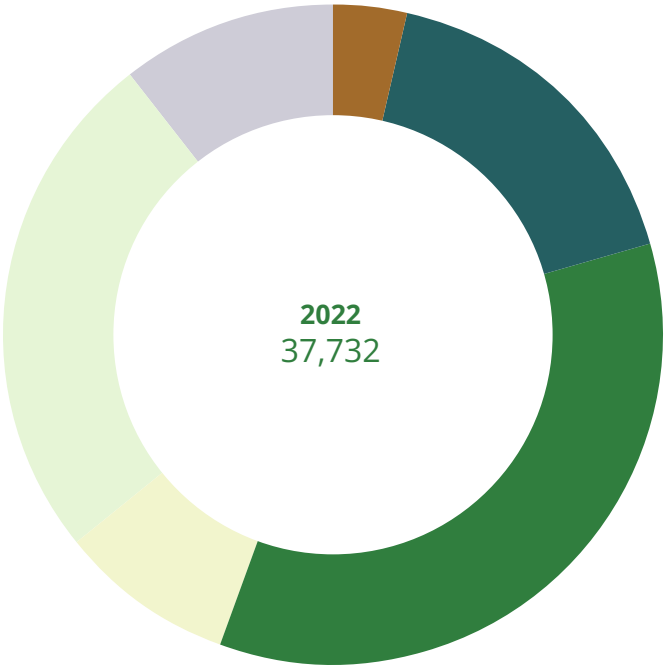
Growth Sectors

Undeveloped and Long-Term
Undeveloped clusters (LQ <0.40) are the hardest to grow – they lack a strong base and will require a large amount of attention in order to become dynamic, job-producing clusters. Long-Term Growth clusters (LQ 0.41 - 0.80) are easier to grow, and already have a foundation off which economic development can strategize. In Tracy, these sectors accounted for 20.3% of all jobs in 2010, and 20.8% of all jobs in 2022. This group of sectors captures several important clusters – Health, Insurance, Education, and Consulting Services. Location quotients below 1 imply unrealized growth potential.

Medium-Term and Short-Term
Medium-Term (LQ 0.81 - 1.20) and Short-Term Growth (LQ 1.21 - 1.60) clusters have strong foundations, and with some Economic Development staff involvement, can be stable, job producing sectors. In Tracy, these sectors accounted for 57.1% of all jobs in 2010, and 43.6% of all jobs in 2022. In 2022, several retail categories are part of the Medium-Term Growth sector. Location quotients in this range indicate a resident-focused job base, with limited visitor attraction. Construction-based clusters (contractors and retail) make up a large part of the Short-Term Growth sector. With a strong foundation and location quotients well above 1.0, these clusters can be further grown by strengthening exports and, where applicable, visitor attraction.

Mature and Super-Sectors
The Mature (LQ 1.61 - 4.00) and Super Sectors (LQ >4.00) capture the most developed and highly concentrated clusters in a region. In Tracy, these sectors accounted for 21.6% of all jobs in 2010, and 35.6% of all jobs in 2022. This growth indicates the presence of several high-concentration, high-employment job producers in the City. Logistics and distribution is the highest concentrated cluster in Tracy, with nearly 4,000 jobs in 2022. Growth in these sectors can be tricky – while there may be growth potential for some clusters, others will have reached the regional concentration, serving not just Tracy, but the regions around Tracy as well.





Undeveloped (<0.40)
Long-Term Growth (0.41 – .80)
Medium-Term Growth (0.81 – 1.20)
Short-Term Growth (1.21 – 1.60)
Mature (1.61 – 4.00)
Super Sectors (>4.00)

Target Clusters: A Closer Look

Advanced Manufacturing

Semiconductors & Electric Vehicle Components
Electric vehicle and component manufacturing, and chip and chip-adjacent manufacturing.

Jobs 47 **Location Quotient** 0.75

Electrical Equipment, Appliances, & Components
Electrical equipment, appliances, and component manufacturing – consumer and commercial.

Jobs 127 **Location Quotient** 0.55

Community

Healthcare Services
Hospitals, clinics, in and out-patient care.

Jobs 2,885 **Location Quotient** 0.59

Education Services and R&D
K-12, higher education, and research and development facilities and laboratories.

Jobs 490 **Location Quotient** 0.61

Technology

Computer Systems Design, Data Processing, & Related Services
Software, programming, and other computer related services.

Jobs 103 **Location Quotient** 0.22

Professional Services

Insurance Services
Medical, life, property, and all other insurance carriers.

Jobs 490 **Location Quotient** 0.50

Architectural & Engineering Services
Provision of engineering, architecture, and landscape architecture services.

Jobs 239 **Location Quotient** 4.29

Management, Scientific, & Tech Consulting
Providers of consulting services related to management, the sciences, and information technology.

Jobs 901 **Location Quotient** 0.62

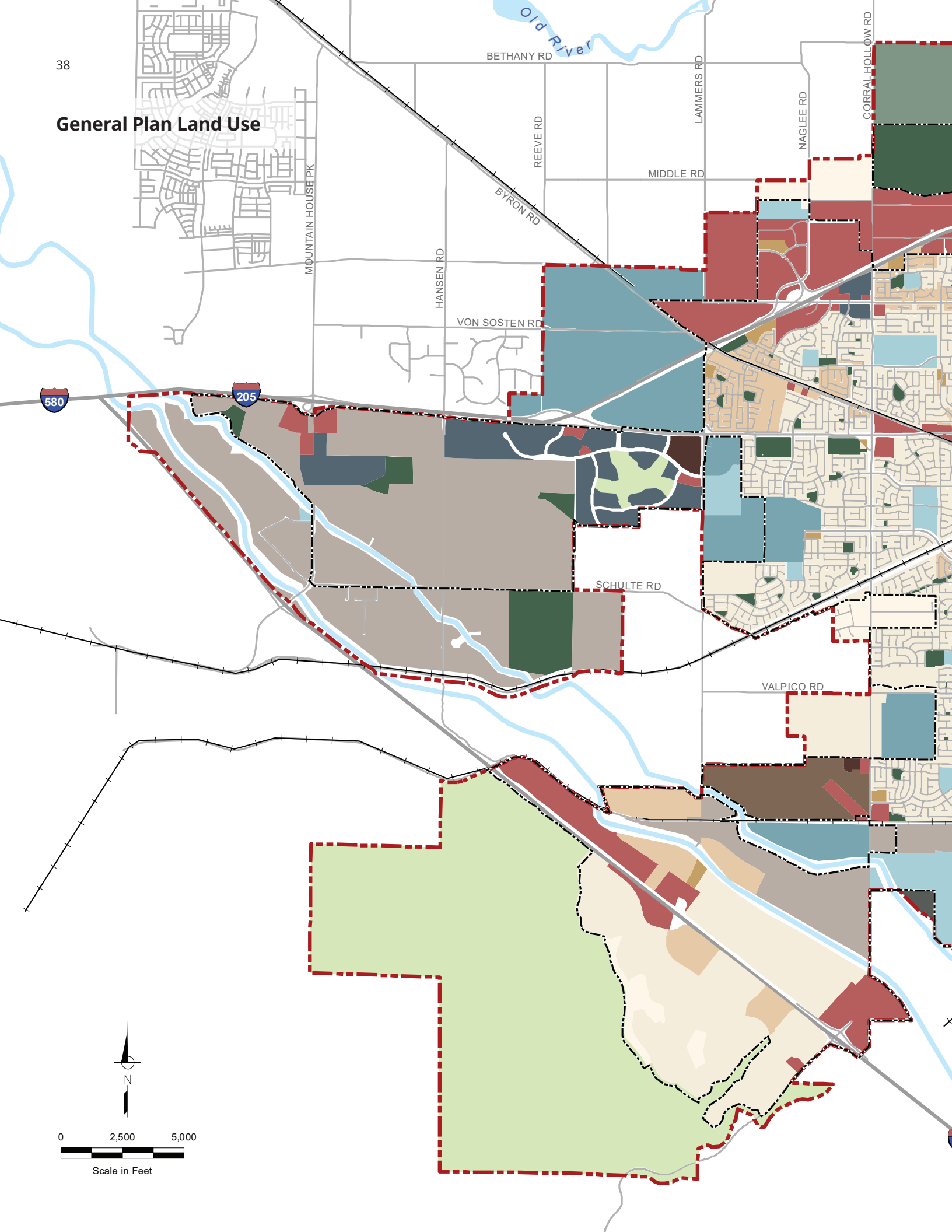
05

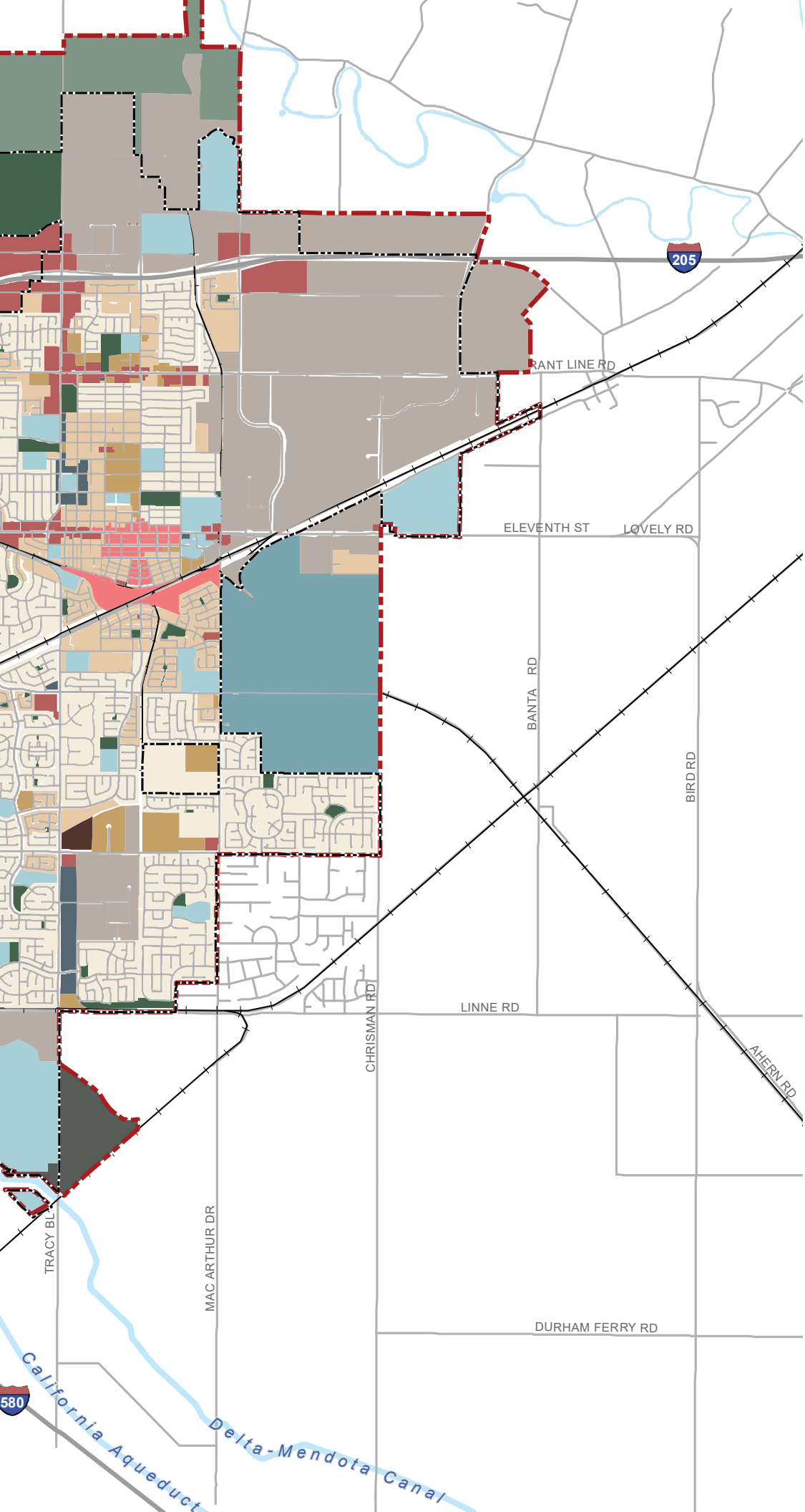
Opportunity Sites

AECOM conducted an assessment of developable land as well as other greenfield and infill sites across the City with a focus on transit-oriented development (TOD) opportunities, either downtown or adjacent to the interstate (Valley Link). This work yielded the identification of opportunity sites for future development, including the evaluation of the 100-acre Chrisman Road property.

A managed growth strategy will improve mixed-use offerings in Tracy, minimize land consumption linked to development of single-family homes, and will create demand for broader commercial real estate offerings across industrial, retail, and office submarkets.

General Plan Land Use





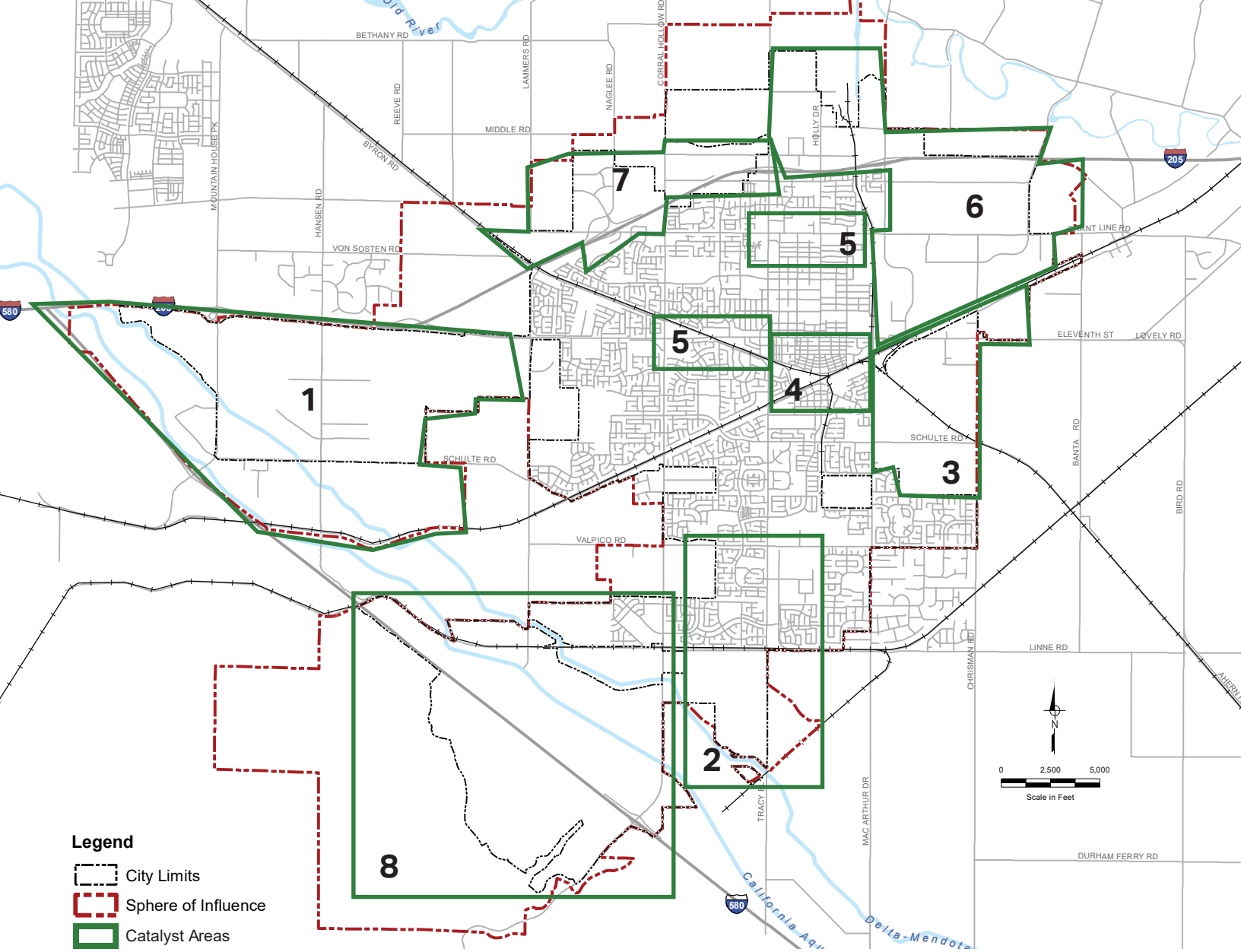
This map summarizes current 2023 land use information for the City of Tracy

Legend

- City Limits
- Sphere of Influence

General Plan Land Use

- Residential Very Low
- Residential Low
- Residential Medium
- Residential High
- Traditional Residential - Ellis
- Commercial
- Office
- Industrial
- Downtown
- Village Center
- Public Facilities
- Park
- Open Space
- Agriculture
- Aggregate
- Urban Reserve



Tracy has 8 Key Areas identified for "catalyst," or opportunity, sites. They are detailed below in order of suggested prioritization:

I. AREA 4 **Downtown**

Downtown Tracy is the focus of a currently-unfolding sub-area plan. The downtown area includes retail, restaurant, and office uses generally along N. Central Avenue and 10th Street. The Tracy Transit Center and the Grand Theatre anchor the southern extent of downtown, while Union Pacific Railroad controls considerable vacant land and railroad right-of-way on the southern edge of downtown. Residential districts adjacent to downtown are defined by significantly older (pre-1940) construction. In other cities, the combination of small home sizes and higher home values will tend to encourage pressure for teardowns. Downtown Tracy includes opportunities to support higher-density residential and mixed-use development along key arterials and side streets (N. Central, E/W 7th, and E 11th). Loss of surface parking may dictate eventual need for structured parking.

II. AREA 1 **West Side/Prologis**

The West Side/Prologis area should be prioritized for commercial development and health care opportunities, as high-visibility land on I-205 remains undeveloped. At current rates of development, this sub-area will be built-out within 10 years. Additional vacant land remains within the sphere of influence generally south of Schulte Road, but sites are being developed. Current demand for warehouse will put pressure on sites zoned for office use, as the sphere of influence includes more intense manufacturing activities (e.g., Owens Corning).

III. AREA 5 **Commercial Corridors**

The general character of two commercial corridors, West 11th Street and Grand Line Road, includes stand-alone retail buildings as well as larger community-oriented shopping centers. While retail occupancies are currently positive, notable vacancies (e.g. former grocery stores) are a concern. Supporting reinvestment of existing older corridor shopping centers will need to remain in focus as the City's resident base expands and new retail locations emerge, with consideration of strategies to reposition sites with surplus parking for mixed-use development.

IV. AREA 6 **Northeast Industrial**

This larger industrial district includes larger-format warehouses, all generally east of N. MacArthur Drive, with major distribution operations associated with Amazon, Crate & Barrel, Home Depot, and similar Fortune 500 companies. Leprino Foods is a consequential food manufacturer along the corridor and a former retail outlet mall has been repositioned for retail and office use; the site has visibility from I-205. North of I-205 along Larch Road, east of Holly Drive, is the City of Tracy Wastewater Treatment Plant. West of Holly Drive is a compact and dense business park, which supports a diverse set of service businesses, with highway-oriented commercial uses including hotels at key interchanges. The area is approaching build-out, as development to the north of I-205 is constrained by flood plains.

V. AREA 7 **Commercial near I-205/West Valley Mall**

This area serves as the primary commercial node in Tracy, with direct access from I-205. The area's retail offerings include a mix of large-format retailers (Home Depot, Target, Walmart, etc.) with additional strip retail redevelopment supporting a large concentration of national chain restaurants. The area also includes several recently built apartment complexes, generally 3-story with surface parking. While the district has a mixed-use flavor, this sub-area remains focused on cars, with limited pedestrian access. Land use changes dramatically north of Auto Plaza Drive due to existing 100-/200-year flood plains generally in San Joaquin County. Proposals for Valley Link Commuter rail service include the option of a new transit station in this sub-area, possibly leveraging the West Valley Mall site. The mall is the primary challenge, linked to a loss of anchor department stores, and conversations should continue with the mall owner to evaluate reuse of this site.

VI. AREA 8 **Tracy Hills**

Tracy Hills is an expansive area on the southwest side of Tracy, with excellent interstate access via I-580. Current development is focused on higher-end single family residential development, with plans for commercial development (existing approved commercial development within the sub-area plan should be preserved). There is an opportunity to revisit the balance of single-family versus multi-family housing in the small area plan, and to increase retail offerings for south side residents. Access between Tracy Hills and the rest of the City of Tracy is constrained, with one primary route, Corral Hollow Road.

VII. AREA 2 **Airport/Transit for Housing and Economic Development**

A complex area which supports industrial activity along Tracy Boulevard between Valpico Road and Linne Road in context with surrounding areas which are defined by residential use. Transit-oriented development could be considered in proximity to the ACE commuter rail station and park/ride facility, located on Linne Road at Tracy Blvd, with adjacent community-oriented retail adjacent to the north, but there is no higher density transit-oriented housing at the site. Tracy Municipal Airport has two runways (4,000 ft and 3,438 ft). Municipal infrastructure is not available to the airport or adjacent sites, which would be needed to support aviation-linked development (such as advanced manufacturing for aviation). Several quarries remain in operations south of Linne Road, with one specifically situated at the southwest quadrant of Linne Road and South Tracy Boulevard. Additional assessment will need to be conducted to evaluate future land use transitions for quarry and other industrial properties when extraction is finished.

VIII. AREA 3 **Chrisman Road Property/East Site**

The Chrisman Road Property falls within the City limits of Tracy, and is within the City's sphere of influence. The prevailing use of the site is agricultural, with an existing highway-oriented commercial and light industrial district along W. 11th Street, west of Chrisman Road. State Route 205 eventually connects with Interstate 5, three miles to the east. Given access constraints, this sub-area is not viewed as a near-term priority, though the General Plan identifies a future Chrisman Road interchange on I-205 (new road and grade separation with UPRR would be needed to improve access to I-205). Proposals to introduce commuter rail service through downtown (Valley Link) would encourage development of multi-family housing, while the Chrisman site could be preserved for longer-term economic development opportunities.

06
Strategies

85

Organizational Capacity

GOAL

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration.

BACKGROUND

The City is in a unique place where there are multiple open leadership positions for key functions of economic development. There was some concern with a lack of economic development structure and organizational capacity.

Our competitive assessment revealed understaffing of economic development efforts and the need for capacity enhancement across:

1. **Retention and expansion of existing businesses in Tracy.**
2. **An attraction strategy focused on industry clusters aligned with City positioning.**
3. **A retail attraction strategy focused on the south side of Tracy.**
4. **Broader outreach to ensure that workforce development needs are being met.**

1. Increase capacity to deliver economic development services within Tracy.
   - ● Expand the City Economic Development Team with two additional staff to support implementation of a business retention and expansion (BRE) program to support recovery and growth of local businesses, and to expand retail offerings on the south side of Tracy.
   - ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration.
   - ●● Evaluate potential future city-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator).
   - ●● Support the Tracy Chamber of Commerce in the expansion of city-wide business resources and marketing opportunities.

2. Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.
   - ● Ensure that Tracy businesses have visibility and are aware of workforce development programs offered by the San Joaquin County Workforce Development Board, and bring awareness to programs currently offered to the Tracy community, including Adult Schools medical pathway and ESL courses, and expand on these opportunities.
   - ●● Encourage City Economic Development staff to serve as a bridge to the Tracy Unified School District (TUSD) to expand career and technical education pathways, dual enrollment programs, and workforce development partnerships.
   - ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy.

Diverse & Resilient Economy

GOAL

Foster resilience through strategies which encourage economic inclusion and diversification.

BACKGROUND

Comments during the listening tour pointed out a need to diversify beyond "warehouse development." Stakeholders expressed concern about developing a talent pipeline without higher education opportunities directly in Tracy.

Data analysis identified a need to develop and grow opportunities across all industry clusters and opportunities to expand workforce development efforts by leveraging regional partners, including the San Joaquin Partnership.

1. Reignite conversations with healthcare providers and stakeholders in Northern California to expand healthcare services and workforce opportunities in Tracy.
    - ● Identify a City "sector champion" to own and lead conversations with health care providers.

2. Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.
    - ● Improve site selection website and connectivity with regional site selection platforms as a first step in expanding business attraction across target industries.
    - ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources.

3. Encourage entrepreneurship and innovation through policies which catalyze the emergence of a vibrant innovation ecosystem in Tracy.
    - ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth.
    - ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems. The analysis will need to consider funding, community resources, facilities, and training to identify gaps.
    - ●● Work with the City staff in Planning and Development Services to ensure that zoning codes differentiate between lower-value warehouse vs higher-value advanced manufacturing activities.

Real Estate & Development

GOAL

Encourage investment in catalytic opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths.

BACKGROUND

The listening tour identified concerns related to increased housing costs in Tracy, which has traditionally been seen as a relatively affordable place to own a home. Comments from the listening tour also pointed to challenges with limited retail offerings and fine dining. In addition, most listening tour stakeholders overwhelmingly believe Valley Link will be a benefit to the community. Ensuring first/last- mile connections are made via VallyLink stations is valuable for retaining businesses and attracting new business activity to Tracy.

1. Optimize underperforming, underdeveloped, and underutilized properties in need of development/ redevelopment.

   ●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations.

   ●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals.

   ●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295).

   ●●● Sustain a long-term engagement strategy with Union Pacific Railroad (UPRR) to maintain focus on reuse of currently under-utilized railroad property and evaluate strategies and grant funding to mitigate potential environmental concerns.

2. Ensure capital improvements have a high impact on local economy by deploying Smart City infrastructure elements in future capital improvement projects.

   ●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned, such as larger warehouse developments where increasing truck volumes will result.

   ●● Work with real estate brokers, lenders, and potential developers via public-private partnerships to identify opportunities for development of mixed-use projects.

   ●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs can be financially sustained.

Quality of Life & Place

GOAL

Encourage quality of life and public improvements through placemaking enhancements and cultural amenities.

BACKGROUND

The listening tour identified Tracy as a generally a nice place to live and work. As Tracy transitions from a bedroom community to an inland destination, its quality-of-life offerings need to follow suit. Comments also pointed to a lack of destination- oriented dining options and new venues to attract families. There is an opportunity to establish new cultural and arts programs and tie these into attracting businesses and workers (purely remote and/or hybrid).

1. Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

   ● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, and evaluate grant support for enhanced downtown gateway features, art installations, and related improvements.

   ●● Partner with Cultural Arts Division to identify and implement civic art opportunities.

2. Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, sports and leisure activities.

   ● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination.

   ●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand.

David Clark

Appendices

Tracy Economic Development Strategic Plan - Preliminary Draft Strategies

TRACY | AECOM

Tracy Economic Development Strategic Plan

Preliminary Draft Strategies

DRAFT STRATEGIES

01 Organizational Capacity

02 Diverse & Resilient Economy

03 Real Estate & Development

04 Quality of Life & Place

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | Quality of Life & Place

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration

1. **Increase capacity to deliver economic development services within Tracy**
   - ● Hire additional staff and implement a business retention and expansion (BRE) program to support recovery and growth of local businesses
   - ●● Evaluate potential future city-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator)
   - ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration
   - ●● Support the Tracy Chamber of Commerce in the expansion of city-wide business resources and marketing opportunities
2. **Increase workforce development capacity in collaboration with regional partners to support business growth and expansion**
   - ● Ensure that Tracy businesses have visibility and are aware of workforce development programs supported by the San Joaquin County Workforce Development Board
   - ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy
   - ●● Work with Tracy Unified School District to expand career and technical education pathway programs, and dual enrollment programs

● Short Term Years 0-2 ●● Mid Term Years 2-5 ●●● Long Term Years 5+ Fiscal Year July 1 – June 30

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | Quality of Life & Place

Foster resilience through strategies which encourage economic inclusion and diversification

1. **Reignite conversations with healthcare providers and stakeholders in northern California to expand healthcare services and workforce opportunities in Tracy**
   - ● Identify a City "sector champion" to own and lead conversations with health care providers
2. **Leverage the City's "Inside the Triangle" brand to expand regional & national awareness of Tracy's value proposition through enhanced economic development marketing**
   - ● Improve site selection website and connectivity with regional site selection platforms as a first step in expanding business attraction across target industries
   - ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources
3. **Encourage entrepreneurship and innovation through policies which catalyze the emergence of a vibrant regional innovation ecosystem**
   - ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth
   - ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems. The analysis will need to consider funding, community resources, facilities, and training to identify gaps

● Short Term Years 0-2 ●● Mid Term Years 2-5 ●●● Long Term Years 5+ Fiscal Year July 1 – June 30

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | **Real Estate & Development** | Quality of Life & Place

Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths

1. **Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment**

- ●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations
- ●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals
- ●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295)
- ●●● Sustain engagement with UPRR to maintain focus on currently under-utilized rail corridors and adjacent sites

2. **Ensure capital improvements have a high impact on local economy by deploying Smart City infrastructure elements in future capital improvement projects**

- ●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned
- ●● Work with real estate brokers, lenders, and potential developers via public-private partnership model to identify opportunities for development of mixed-use projects
- ●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs for existing city roads can be financially sustained

● **Short Term** Years 0-2 ●● **Mid Term** Years 2-5 ●●● **Long Term** Years 5+ Fiscal Year July 1 – June 30

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | **Quality of Life & Place**

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities

1. **Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan**

- ● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, particularly
- ●● Partner with Cultural Arts Division to identify and implement civic art opportunities

2. **Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities**

- ● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination
- ●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand

● **Short Term** Years 0-2 ●● **Mid Term** Years 2-5 ●●● **Long Term** Years 5+ Fiscal Year July 1 – June 30

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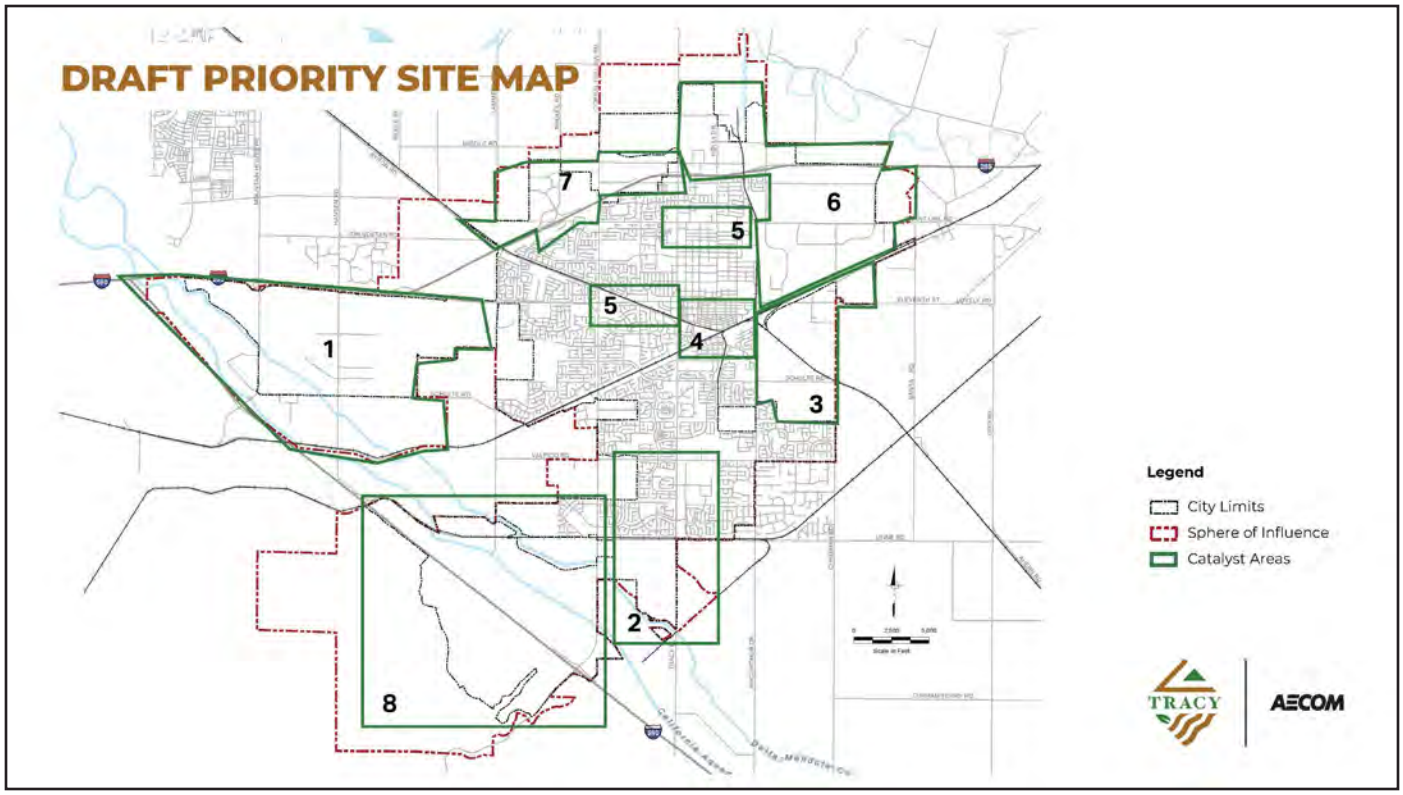
DRAFT PRIORITY SITE MAP
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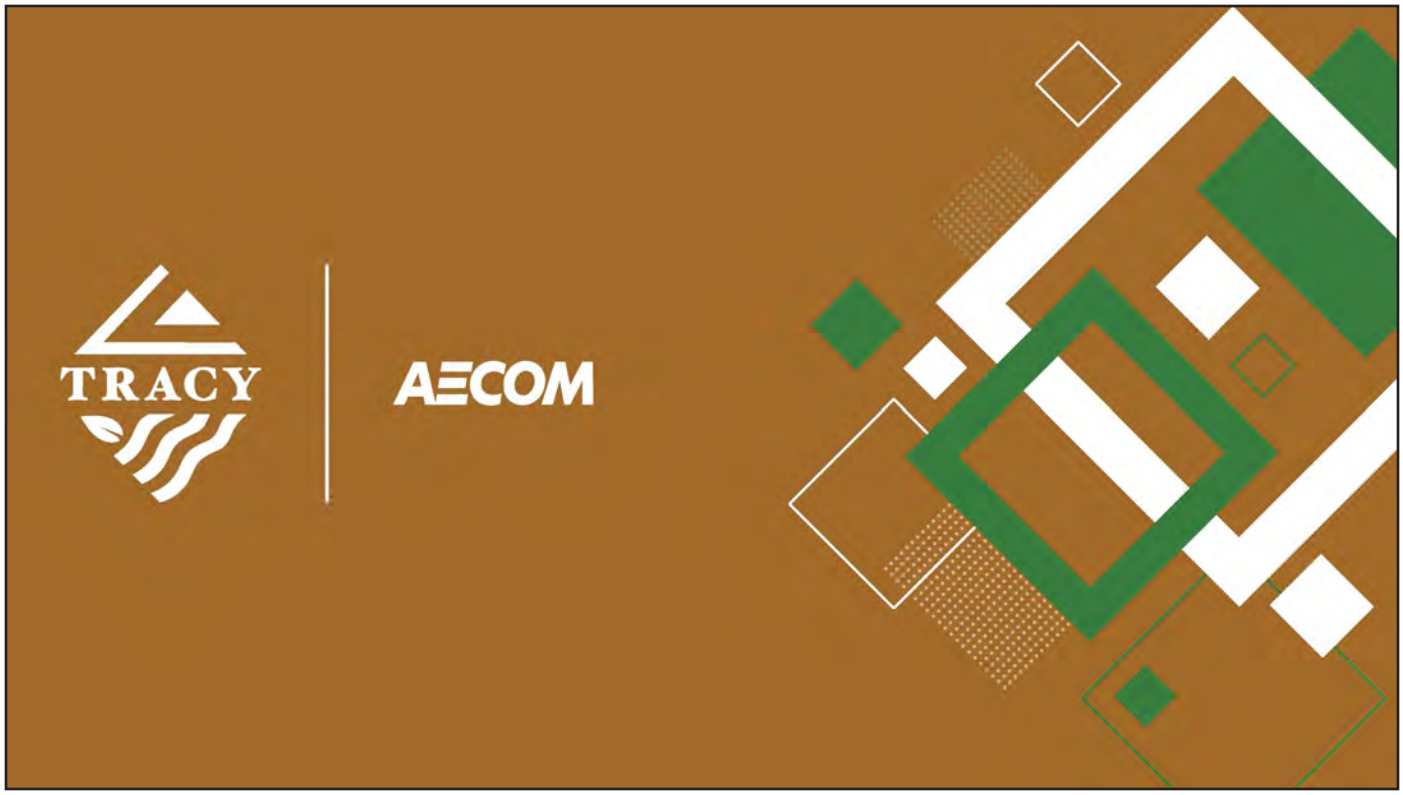
Legend
City Limits
Sphere of Influence
Catalyst Areas
TRACY
AECOM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Denny's

City of Tracy, California
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cityoftracy.org

Think Inside the Triangle™

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE CITY OF TRACY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN

WHEREAS, on January 20, 2022, the City of Tracy issued a Request for Proposals for professional services to develop an Economic Development Strategic Plan (EDSP); and

WHEREAS, on May 3, 2022, the City Council approved, by Resolution 2022-054, a Professional Services Agreement in a not to exceed amount of $152,000 with AECOM Technical Services, Inc. (Consultant); and

WHEREAS, in the summer of 2022, the Consultant began their scope of work by conducting a site visit with City staff members and initiated their stakeholder engagements; and

WHEREAS, in subsequent months, the Consultant conducted extensive research on national and local real estate market data for the industrial, commercial, residential, and hospitality sectors, which was synthesized into draft strategies for specific goals and objectives to align with Tracy's identified priority areas; and

WHEREAS, on May 16, 2023, the Consultant presented the draft Economic Development Strategic Plan to the City Council with proposed strategies and action items; and

WHEREAS, the Consultant received City Council and public feedback for consideration and prepared the final Economic Development Strategic Plan (see Attachment A); and

WHEREAS, adoption of the EDSP, will provide the City with a roadmap for the future economic growth in Tracy, by defining the economic vision, strategic actions, and best practices to achieve continued community prosperity, fiscal growth, and industry diversification, while considering the City's demographics, needs, and capitalizing strategically in the opportunities; and

WHEREAS, adoption of the EDSP will accomplish City Council's Economic Development Strategic Priority to develop an Economic Development Strategic Plan; now, therefore, be it

RESOLVED: That City Council of the City of Tracy adopts the City of Tracy's Economic Development Strategic Plan as reflected in Attachment A; and be it further

RESOLVED: That the City Council determines this is a planning document only and not a "project" under the California Environmental Quality Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

Attachment A

CITY OF TRACY CALIFORNIA

Think Inside the Triangle™

TEN-YEAR

Economic Development Strategic Plan

September 2023

Published by

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
cityoftracy.org

Prepared by

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Chicago, IL 60606
aecom.com

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01
Executive Summary

Introduction

This Economic Development Strategic Plan provides The City of Tracy with a strategic framework and roadmap to enhance economic development and community resiliency.

The plan aligns with established Economic Development Administration (EDA) guidance which frames economic development and resiliency as a set of factors which speak to the capacity of a region to recover quickly from a shock, withstand a shock, or the ability to avoid the shock altogether, with a specific focus on regional susceptibility.

The following three distinct sets of forces are:

1. Global Factors such as the impact of recessions and broader downturns in regional / national / global economic activity which impact regional demand for goods and services. Global events such as the "Great Recession" from 2008-2009 and COVID-linked global instability are examples of economic shocks which have impacted the Bay Area and Tracy.

2. Structural changes within core regional industries, including decline or unexpected / accelerated growth, loss of a military base or major employer. While the Bay Area has endured its share of these disruptions, particularly closed military installations, dramatic growth can create different, but equally destabilizing effects; emergence of Silicon Valley since 2000 is one example.

3. Economic consequences of Natural Disasters are realized as major shocks (a hurricane or 500-year flood event) or as stressors (extreme temperatures or recurring 100-year flood events which do not necessarily result in a disaster declaration). For the Bay Area, these challenges are broad, from drought and fire risk, to excessive rainfall, earthquake and sea level rise. Federal policy has increasingly focused on the idea of "building back better"; leveraging recovery funds to reposition local economies and enhance resiliency.

The plan is intended to support the City of Tracy in leveraging data-driven decision-making supported by stakeholder consensus to focus implementation efforts on strategic economic development priorities.

Strategy Overview: Developing the Framework

Strategy development goals included identifying local industry clusters that may align with those positioned for growth, conducting a market and land use assessment, identifying and understanding gaps in the local market/economy, engaging stakeholders to help identify Tracy's strengths, weaknesses, opportunities, and threats, identifying catalyst/opportunity sites where place-based economic development makes the most sense, developing recommended tactical strategies and supporting actions, and identifying organizational capacity needs.

To identify and assess Tracy's strengths, weaknesses, opportunities, and threats, the project team conducted a Listening Tour, a series of meetings with over 50 individuals and more than 30 companies, agencies, and groups. Discussions focused on high-level impressions, identification of issues, challenges, and pathways for success, as well as recommendations for organizing the structure of economic development in Tracy. The stakeholders involved included:

- Mayor & City Council
- City Departments
- Tracy Chamber of Commerce
- Workforce Development and Education (Tracy Unified School District)
- Real Estate Developers and Landowners (Prologis)
- Non-profit and Social Assistance (San Joaquin County Housing Authority)
- Large Employers across industries
- Small and Medium Businesses across industries
- Retail
- Tourism
- Economic Development Organizations (San Joaquin Partnership)

City of Tracy Economic Development Strengths, Weaknesses, Opportunities and Threats Analysis (SWOT)

STRENGTHS

An educated and skilled labor force, proximity to Bay Area, Stockton, Sacramento, high-quality K-12 education system, robust local business, community, abundant buildable land and infill opportunities, active civic organizations, walkable downtown with excellent arts center and growing restaurant scene, airport and rail infrastructure, economic development is a clear city council priority.

WEAKNESSES

Limited professional and technical jobs base, small daytime population due to out-commuting, no higher education institution and limited workforce training, few midscale and upscale retail and restaurant options, low residential density downtown limiting retail and restaurant potential, lack of clear community identity, especially to visitors, Economic Development staff capacity stretched thin.

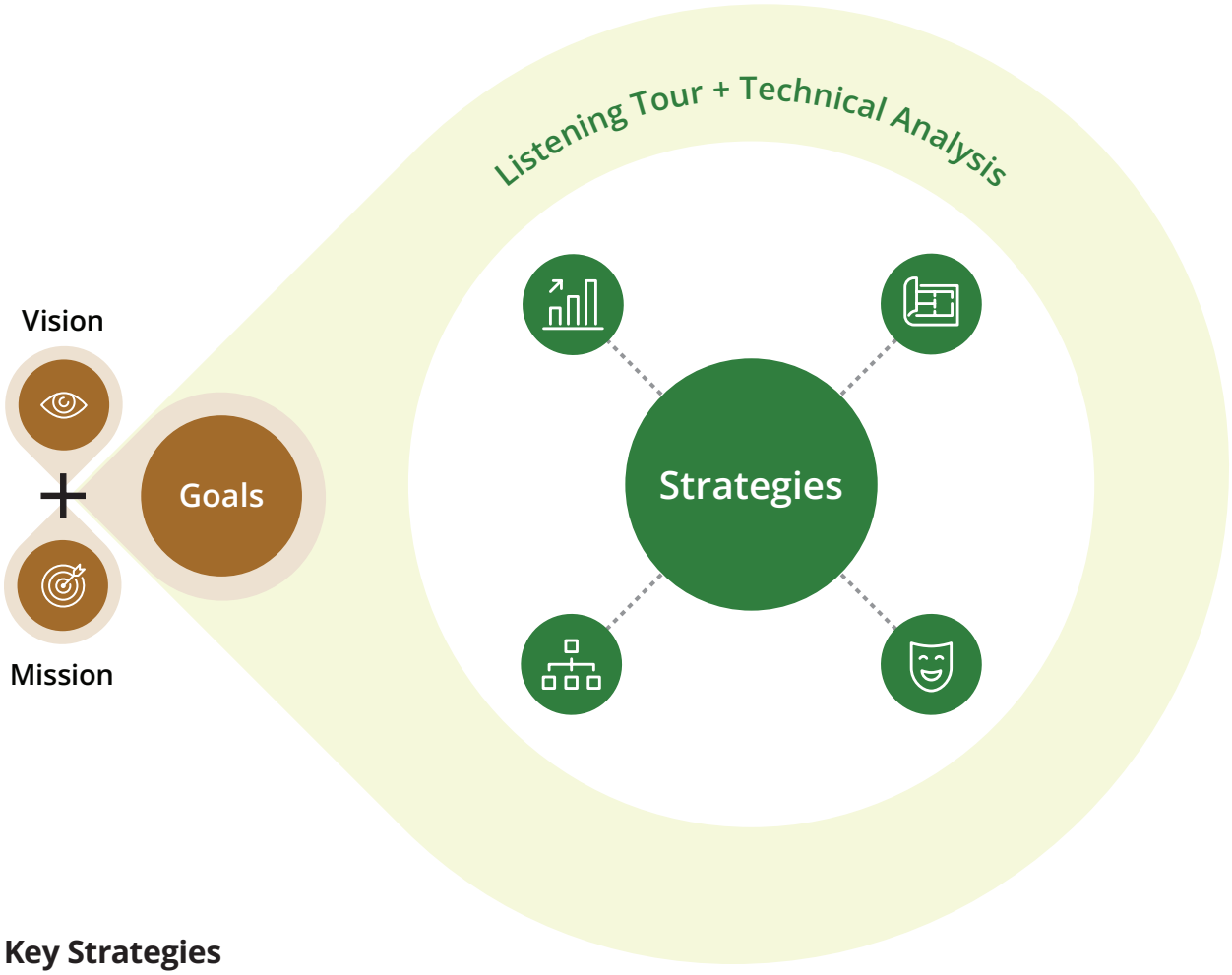
OPPORTUNITIES

Hybrid and remote work enabling commuters to spend more time in Tracy, availability of new federal infrastructure funds, Valley Link rail and Transit Oriented Development, Measure V funds for parks and recreation amenities, and maximizing alignment between Economic Development functions and transportation, housing and workforce development.

THREATS

Lack of community consensus on future growth priorities, Lack of affordable housing options for low- and middle-income workforce, intense competition from neighboring cities for distinctive regional retailers, continued decline of the West Valley Mall, residential growth ordinance limiting infill development potential.

Insights gained from the Listening Tour and the Technical Analysis were leveraged to provide clarity regarding vision, mission and goals around future economic development priorities in Tracy. Four strategies were identified to serve as pathways to measurable actions, cutting across organizational capacity, diverse and resilient economy, real estate and development, and quality of life and place. For each strategy, a prioritization framework was provided a short term, medium term, and long term milestone timeline.



Key Strategies

Organizational Capacity

Diverse & Resilient Economy

Real Estate & Development

Quality of Life & Place

Milestone Timeline

- ● **Short Term** Years 0 – 2
- ●● **Medium Term** Years 2 – 5
- ●●● **Long Term** Years 5+

ORGANIZATIONAL CAPACITY

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration

GOAL 1 Increase capacity to deliver economic development services within Tracy.

ACTIONS

- ● Expand the City's Economic Development Team with two additional staff to support implementation of a business retention and expansion (BRE) program to support recovery and growth of local businesses, and to expand retail offerings on the south side of Tracy.
- ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration.
- ●● Evaluate potential future City-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator).
- ●● Support the Tracy Chamber of Commerce in the expansion of City-wide business resources and marketing opportunities.

GOAL 2 Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.

ACTIONS

- ● Ensure that Tracy businesses have visibility and are aware of workforce development programs offered by the San Joaquin County Workforce Development Board, and bring awareness to programs currently offered to the Tracy community, including Adult Schools medical pathway and ESL courses, and expand on these opportunities.
- ●● Work with Tracy Unified School District to expand career and technical education pathway programs, and dual enrollment programs.
- ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy.

DIVERSE & RESILIENT ECONOMY

Foster resilience through strategies which encourage economic inclusion and diversification

GOAL 1 Reignite conversations with healthcare providers and stakeholders in northern California to expand healthcare services and workforce opportunities in Tracy.

ACTION

- ● Identify a City "sector champion" to own and lead conversations with health care providers.

GOAL 2 Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.

ACTIONS

- ● Enhance site selection webpage on the Economic Development website as a first step in expanding business attraction across target industries.
- ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources.

GOAL 3 Encourage policies which enable entrepreneurship and innovation among small businesses in Tracy.

ACTIONS

- ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth.
- ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems.

The analysis will need to consider funding, community resources, facilities, and training to identify gaps.

●● Work with City Development Services staff to ensure that zoning codes differentiate between lower-value warehouse vs higher-value advanced manufacturing activities.

REAL ESTATE & DEVELOPMENT

Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths

GOAL 1 Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment.

ACTIONS

●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations.

●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals.

●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295).

●●● Sustain a long-term engagement strategy with Union Pacific Railroad (UPRR) to maintain focus on reuse of currently under-utilized railroad property and evaluate strategies and grant funding to mitigate potential environmental concerns.

GOAL 2 Ensure City capital improvement projects have a high impact on the local economy by incorporating Smart City infrastructure elements.

ACTIONS

●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned.

●● Work with real estate brokers, lenders, and potential developers via public-private partnership model to identify opportunities for development of mixed-use projects.

●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs for existing City roads can be financially sustained.

QUALITY OF LIFE & PLACE

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities

GOAL 1 Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

ACTIONS

● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, particularly.

●● Partner with Cultural Arts Division to identify and implement civic art opportunities.

GOAL 2 Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities.

ACTIONS

● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination.

●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand.

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02
Existing Conditions

With the onset of the COVID-19 pandemic by March of 2020, the California economy, and Tracy's competitive position within it, entered a period of volatility and change. While economic recovery in 2021 and 2022 has been impressive, expansionary federal monetary policy also introduced significant inflationary pressures which have only begun to relent in 2023, and economists are now weighing the likelihood of a second pandemic-linked recession by spring 2024. Given the unique nature of COVID's impacts relative to past recessions, our experience argues for the need to delineate the following distinctions and their implications for Tracy:

A. The extent to which pre-existing economic trends in Tracy re-emerge post-pandemic; or,

B. Whether short-term economic trends due to the pandemic strengthen and dictate different future trajectories

Core Findings

Our analysis has yielded the following core statements about Tracy and its economic positioning:

Regional Economic Shifts

Well before the pandemic, the underlying center of economic gravity across the 20-county Northern California Mega Region was shifting generally eastward toward Tracy, Stockton, and Sacramento. These shifts in employment have encouraged locations such as Tracy and San Joaquin County to gain population arguably at the expense of the larger region into 2019. Additionally, broader statewide out-migration trends connected with higher costs of living and broader quality of life challenges are also significant. With development shifting eastward, Tracy needs to consider more intentional economic development policies to better differentiate itself within the region, and to ensure that benefits of growth are maximized.

Retail Trends

Analysis of employment across retail, hotel, restaurant, and tourism and attractions reinforce a broader theme of underdevelopment, with the implication that Tracy residents are seeking these opportunities outside of the City, with limited capacity to draw in visitors and tourists. With continued population growth in Tracy, and with the "Retail Apocalypse" now declared over, traditional retail fundamentals are expected to return to the forefront, with a focus on locations which can leverage strong traffic counts and visibility to encourage neighborhood-serving retail or destination-oriented experiential retail and integrated mixed-use projects. These insights argue for consideration of new retail and mixed-use offerings within downtown and areas such as Tracy Hills. Reduced performance of the West Valley Mall is a significant concern anchored with analysis showing the mall as being one of the weakest regional malls within 50 miles.

Industrial Trends

The analysis reinforces consequential significant growth in warehouse activities (with slower growth since 2019), offset by decreasing concentration in industrial and agriculture and relative stability in manufacturing. Strategy outcomes need to ensure a more diversified local economic base, beyond warehouse / e-commerce into advanced manufacturing, construction, production and repair services. Such diversification will encourage a more robust regional tax base, enhancing the City's fiscal resiliency.

Office Trends

Return to work trends within Northern California reinforce a clear shift in IT worker interest toward full remote and hybrid office arrangements. While these trends have created challenges for traditional downtown office markets such as downtown San Francisco, opportunities for traditional suburban bedroom communities such as Tracy to attract remote workers in the future have expanded. Currently, office-using employment sectors remain highly underdeveloped in Tracy, and more intentional strategies will be needed to offset current gaps, with consideration of efforts across spaces to support business incubation, acceleration, and coworking.

Housing

Analysis reinforces a distinct trend for housing construction in Tracy relative to regional and statewide trends, with single family detached housing comprising roughly 80% of inventory, well above noted benchmarks. Notably, while Tracy has seen growth in multi-family unit construction since 2010 at an annual rate of 1.9% (faster than noted benchmarks), single-family detached unit growth has also been equally rapid (annual rate of 1.1% since 2010). As the community begins to transition out of the pandemic in 2024, housing availability and affordability will become a primary economic development challenge. As well, opportunities to better integrate new multi-family residential projects in mixed use districts, such as downtown Tracy will strengthen destinations, and also attract supporting office use.

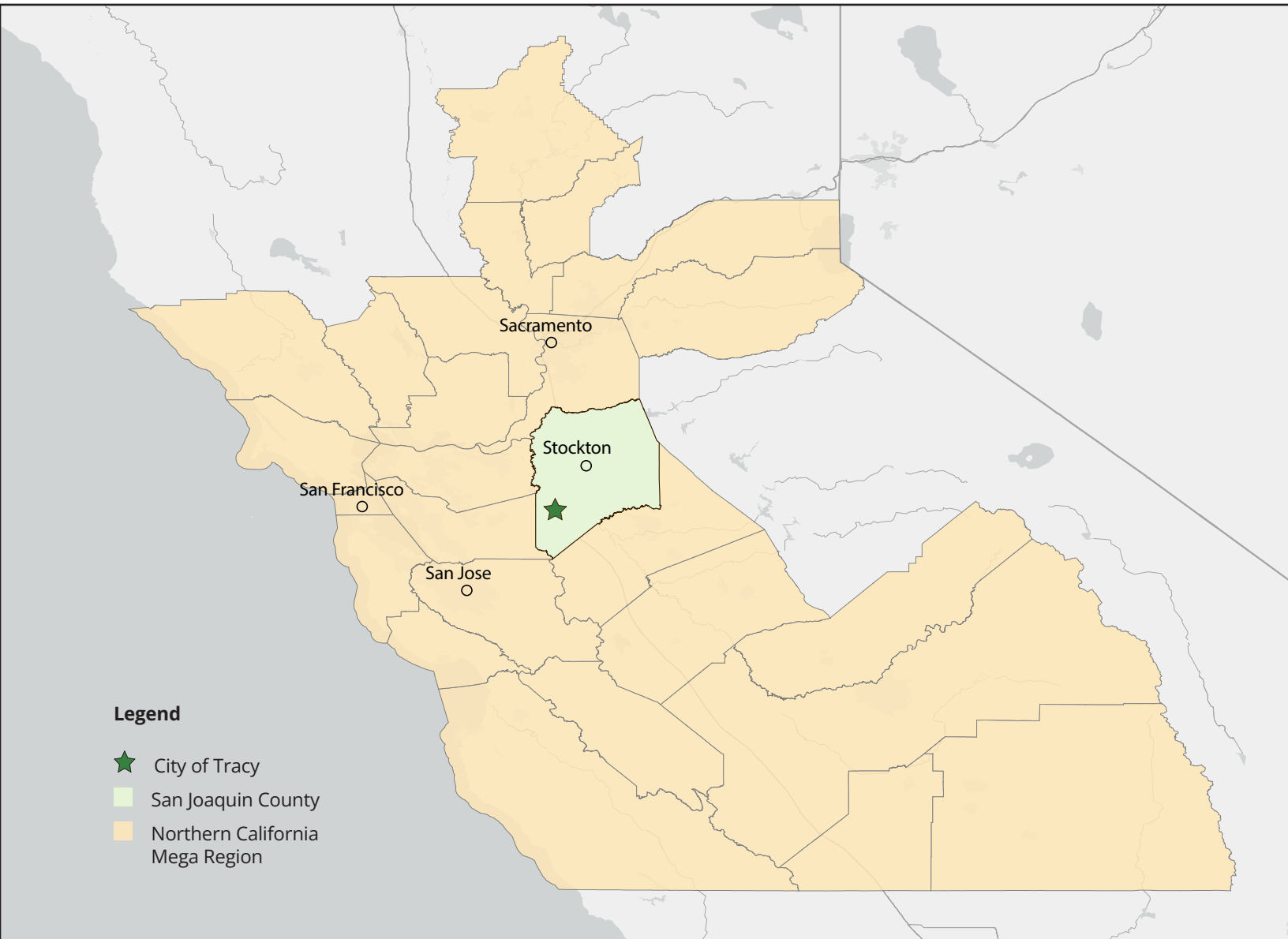
"With development shifting eastward, Tracy needs to consider more intentional economic development policies to better differentiate itself within the region, and to ensure that benefits of growth are maximized."

Regional Growth Dynamics

Our analysis reinforces the economic development implications associated with a clear geographic shift in the Northern California region's center of gravity. Our analysis places Tracy in context with San Joaquin County and the larger 20-County Northern California "MegaRegion" which includes the larger metropolitan areas within Northern California, inclusive of San Francisco, San Jose, Stockton, and Sacramento.

Before the COVID-19 pandemic, the Northern California MegaRegion was already undergoing a geographic shift in its center of economic activity, as shown in the following table and map; data for Southern California is included for context. The analysis is based on changes in employment by industry correlated with standard commercial real estate categories such as industrial, office, and retail. The Table on the following page shows that there has been a more consequential shift in the concentration of employment of roughly 7 kilometers. The associated map reinforces how the economic center of gravity is shifting geographically to the east, toward Sacramento, Stockton, and Tracy more so for industrial and retail, as opposed to office which has shifted southward, toward San Jose.

Boundaries of Different Study Areas



Shifting Center of Economic Gravity

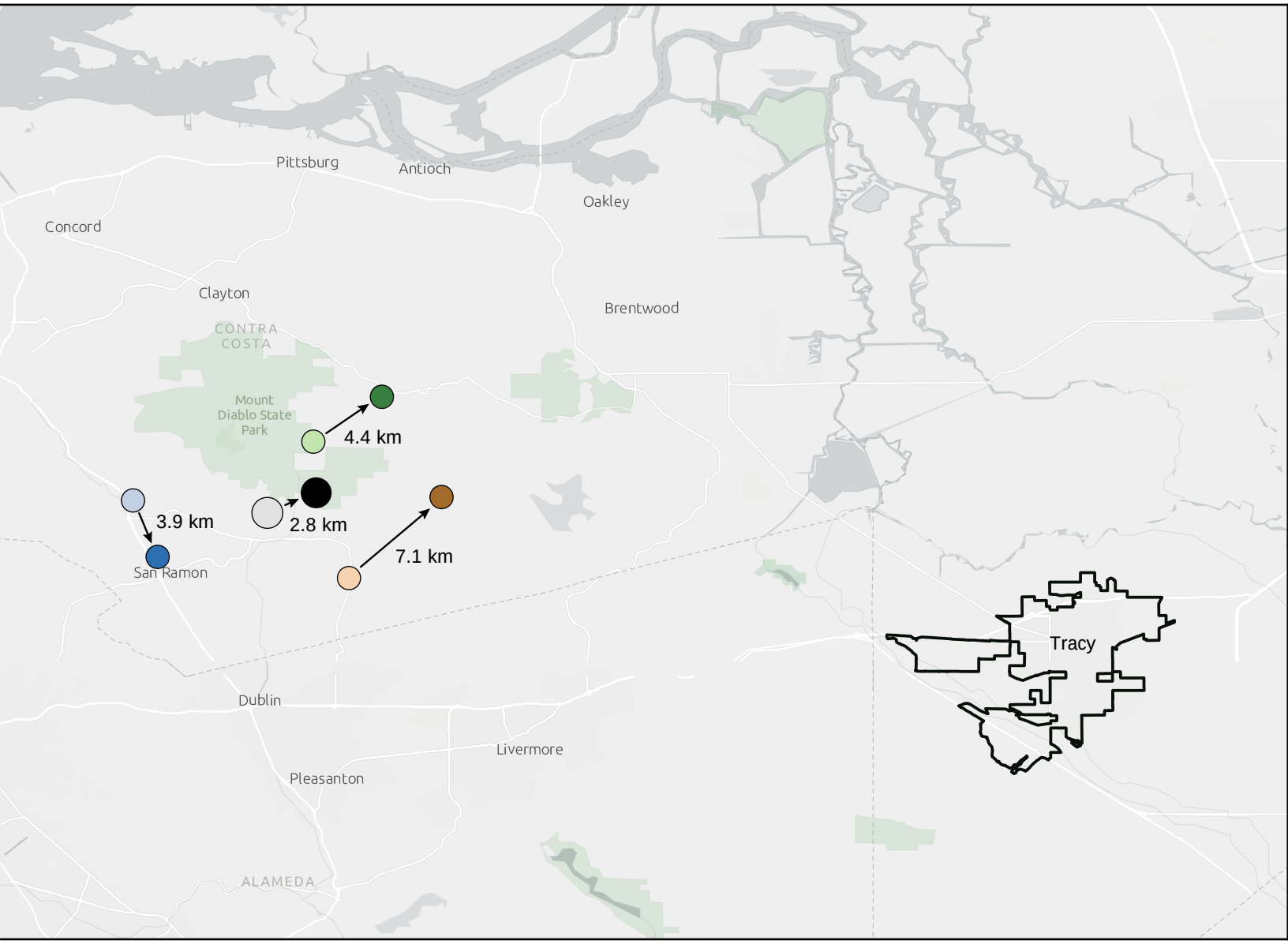
Northern and Southern California MegaRegion

Geographic shifts in economic activity are also influencing population trends, with cities such as Tracy experiencing sustained population growth since 2010 (1.4% annually) in context with San Joaquin County where population growth has increased from 1.2% annually between 2010 and 2019 to 2.8% annually since 2019. In context with these growth rates, our analysis of population estimates from the State of California reinforces how the larger northern California MegaRegion and state are experiencing decreasing populations since 2019, largely due to out-migration linked to higher costs of living and other quality of life challenges.

Legend

Sector	2003	2019
Industrial		
Office		
Retail		
Overall		

Northern California MegaRegion Shifting Center of Economic Gravity



Source: EMSI/AECOM Analysis

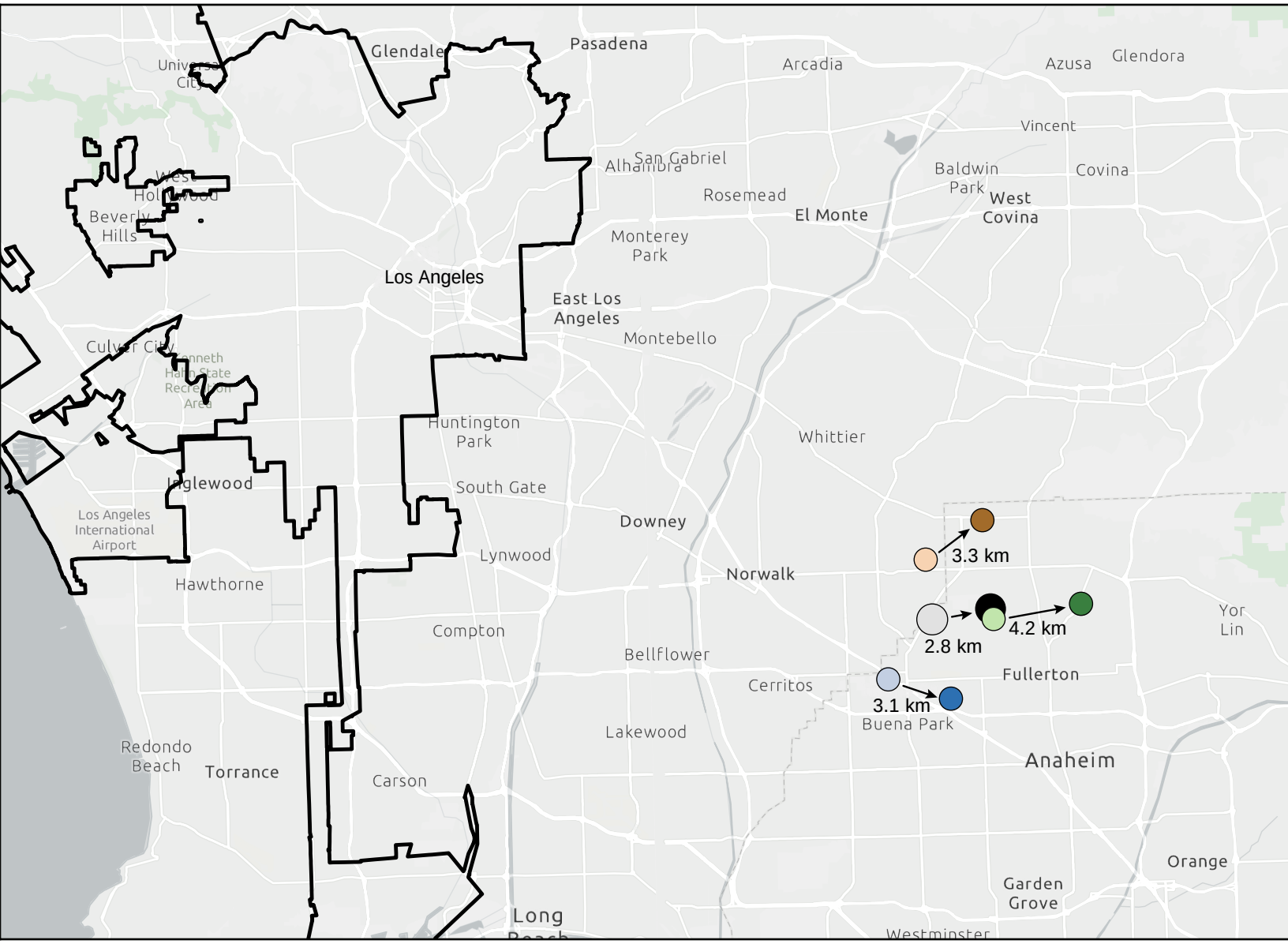
Shift in MegaRegion Employment Center, 2013 - 2019

Employment Sector	Northern California	Southern California
Industrial	7.1 km	3.3 km
Office	3.9 km	3.1 km
Retail	4.4 km	4.2 km

Legend

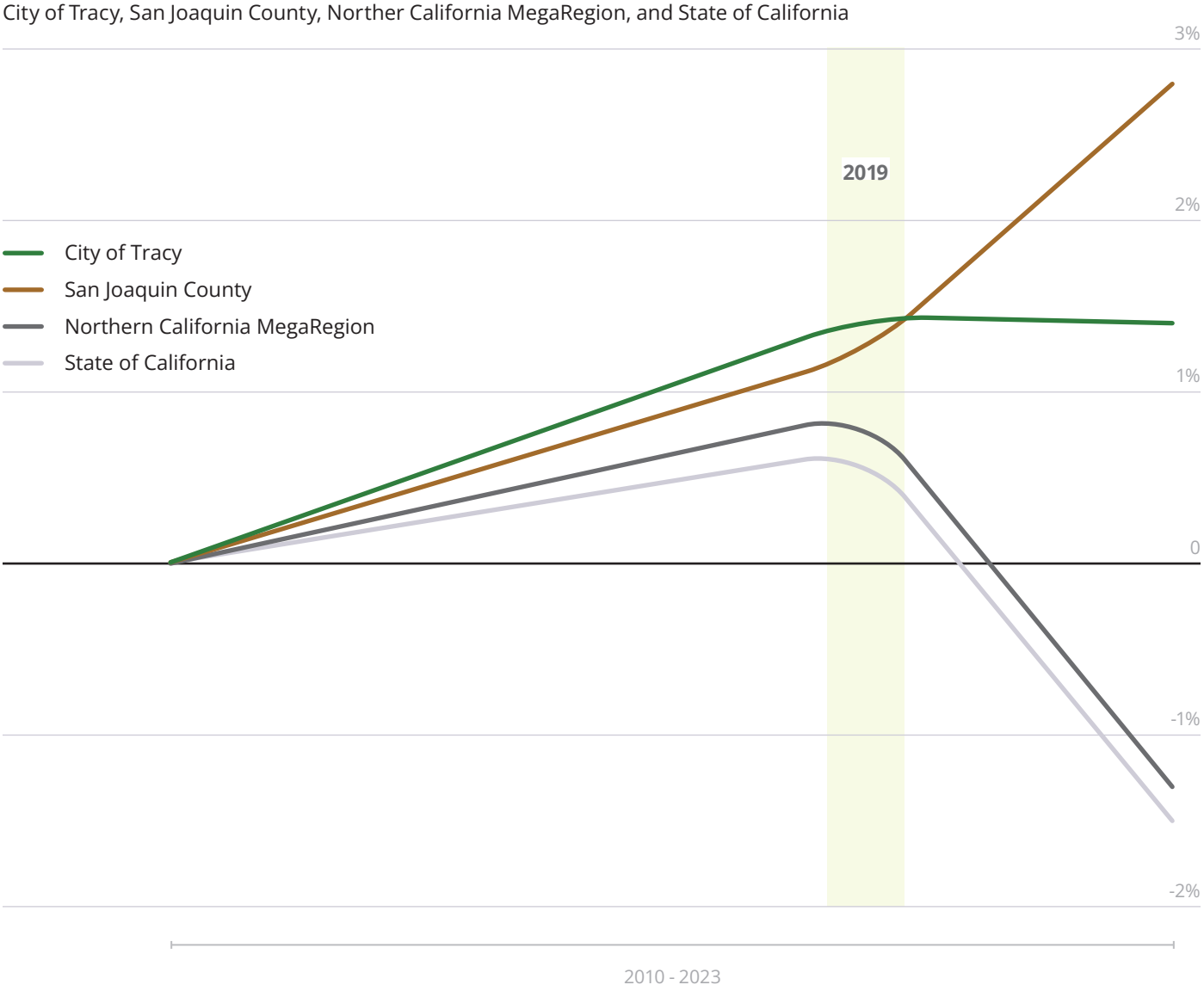
Sector	2003	2019
Industrial		
Office		
Retail		
Overall		

Southern California MegaRegion



Population Trends, 2010 - 2023

City of Tracy, San Joaquin County, Norther California MegaRegion, and State of California



Jurisdiction	2010	2019	2023	2010 - 2019	2019 - 2023
City of Tracy	82,922	94,326	95,615	1.44%	1.40%
San Joaquin County	685,306	764,373	786,145	1.22%	2.80%
Northern California MegaRegion	10,826,653	11,718,499	11,566,855	0.88%	-1.30%
State of California	37,253,956	39,538,245	38,940,231	0.66%	-1.50%

Source: State of California / US Census

The Northern California MegaRegion includes Alameda, Amador, Calaveras, Contra Costa, El Dorado, Marin, Mariposa, Merced, Napa, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tuolumne, and Yolo Counties

Federal Grant Support

Since 2021, the federal government has enacted three major legislative efforts to offset the economic impacts of the COVID-19 pandemic:

- The Bipartisan Infrastructure Law. $1.2 trillion over 10 years.
- The CHIPS & Science Act. $280 billion over 10 years.
- The Inflation Reduction Act of 2022. $393 billion over 10 years.

These federal efforts will support new investments in infrastructure, renewable energy, health care, and advance manufacturing. Sources such as McKinsey have argued that the intent of these policies is to, "improve US economic competitiveness, innovation, and industrial productivity." Given these trends, it is essential that the City of Tracy sustain collaboration with regional partners as these future dollars are invested across the Northern California MegaRegion in consequential infrastructure and economic development efforts across transit, renewable energy, and health care; the core goal is to ensure that benefits to the City of Tracy can be maximized.

The "Retail Apocalypse" and E-Commerce

Arguably more than other sectors, Retail and restaurants have endured consequential and structural changes linked in part to the pandemic, as follows:

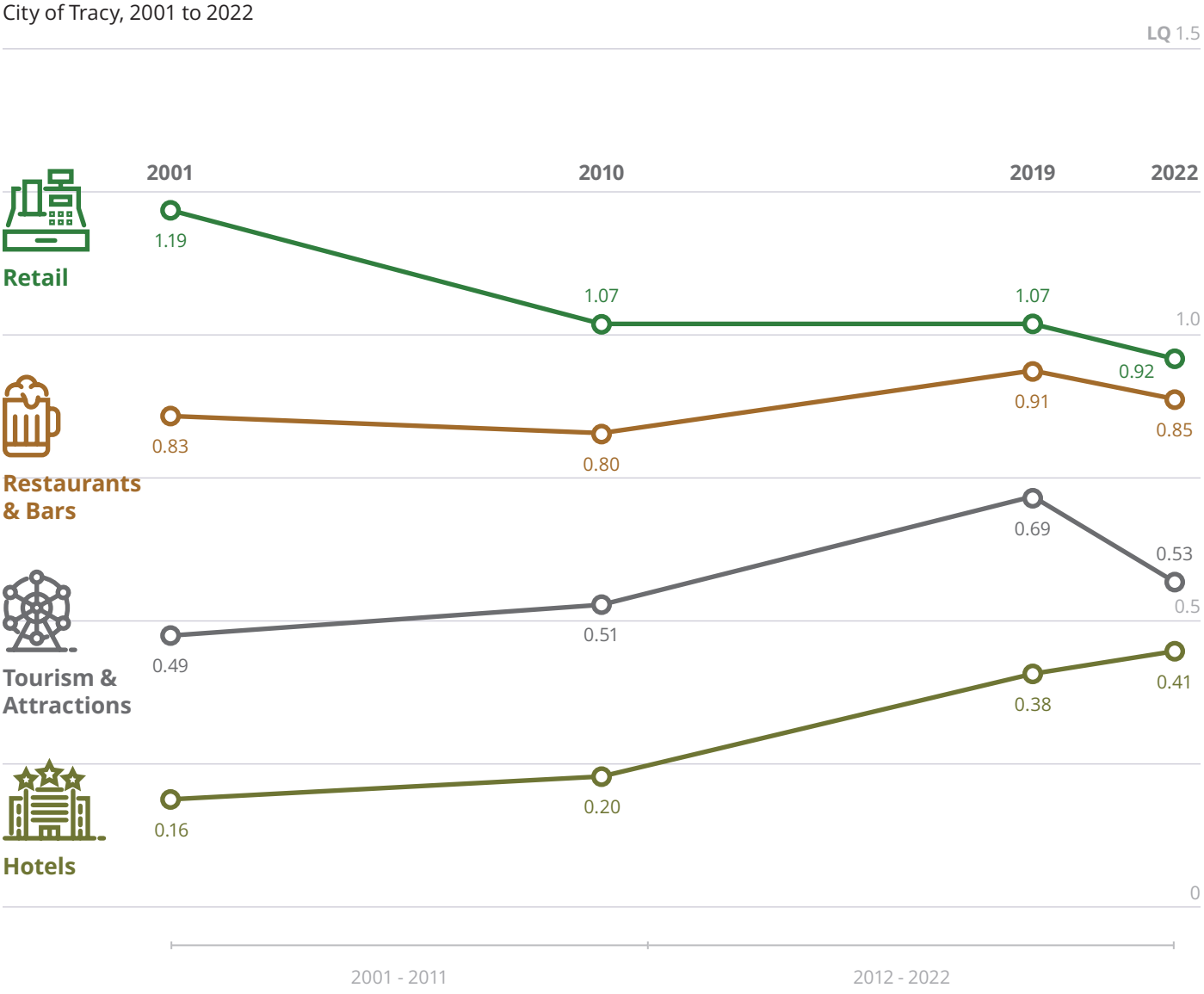
- Growth in e-commerce and omni-channel retail (an experience that allows customers to seamlessly transition between digital and traditional shopping channels), to the extent that between 30% and 50% of all retail transactions are initiated electronically, meaning that the line between e-commerce and brick and mortar retail has effectively blurred. While Tracy has benefited from consequential increases in sales tax revenue due to e-commerce transactions, recent studies by the General Accounting Office (GAO) suggest that congressional action will be needed to resolve uncertainties over out-of-state sales tax payment as individual states have enacted a patchwork of rules following the 2018 Supreme Court decision, South Dakota v. Wayfair.
- The COVID-19 pandemic accelerated the structural decline of department stores such as Sears and Kmart and increased pressure on the financial stability of suburban department store-anchored shopping malls, such as the West Valley Mall in Tracy.
- Consumer spending patterns in 2020-2022 shifted decisively away from services, entertainment, and experiences; trends for 2023 suggest that households are only beginning to pivot back.
- Restaurants and grocery stores were particularly impacted, and recovery has been slow. According to data from Lightcast, with the onset of COVID, our analysis shows that the number of employees per restaurant establishment dropped dramatically from about 18 down to less than 14, and as of 2023, remains below pre-COVID thresholds. As Tracy continues to recover from the pandemic, strategies to continue supporting the restaurant sector are needed.
- Amazon announced significant layoffs and delays to warehouse construction as the impact of COVID softened; by summer 2023, this amounted to roughly 115 warehouse projects closed, cancelled or delayed, according to the Wall Street Journal.
- Access to broadband becomes more important for smaller retailers in reaching larger markets.

Related economic ripple effects across the food industry continue to unfold, as evidenced by demand for meal delivery services and ghost kitchens, and practical concern over the viability of food delivery business models. For grocery delivery, announcements by Amazon in January 2023 to begin charging fees on Fresh Grocery orders under $150 also speak to business models which remain in flux.

Analysis of employment by industry in Tracy using a location quotient approach focused on retail, hotel, restaurant, and tourism reinforced a broader theme of under-development. The location quotient tool was used to discern local concentrations of employment relative to US average (< or > 1.0). As shown below, while retail historically was more concentrated than US average (LQ in 2001 of 1.2), levels of local concentration have generally decreased since 2001, decreasing to roughly 0.9 in 2022. This decrease is likely reflective of decline at the West Valley Mall, as well as limited growth in retail offerings since 2010. Trends across restaurants, hotels, and attractions also point to relative under-development, with the implication that residents of Tracy are seeking these opportunities outside of the city.

Retail, Hotel, Tourism & Attraction Location Quotients

City of Tracy, 2001 to 2022



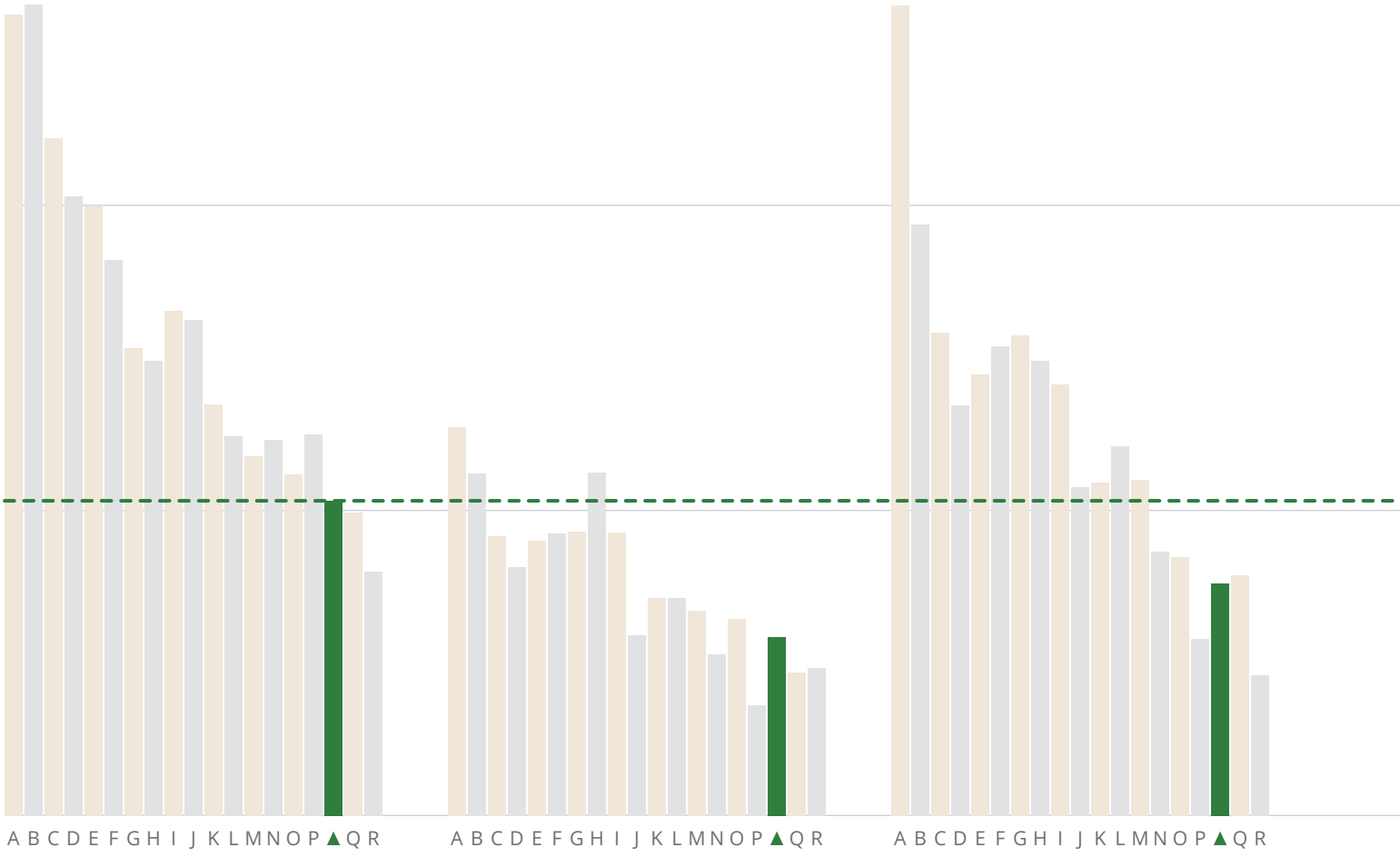
Source: Economic Modeling Specialist International (EMSI)

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

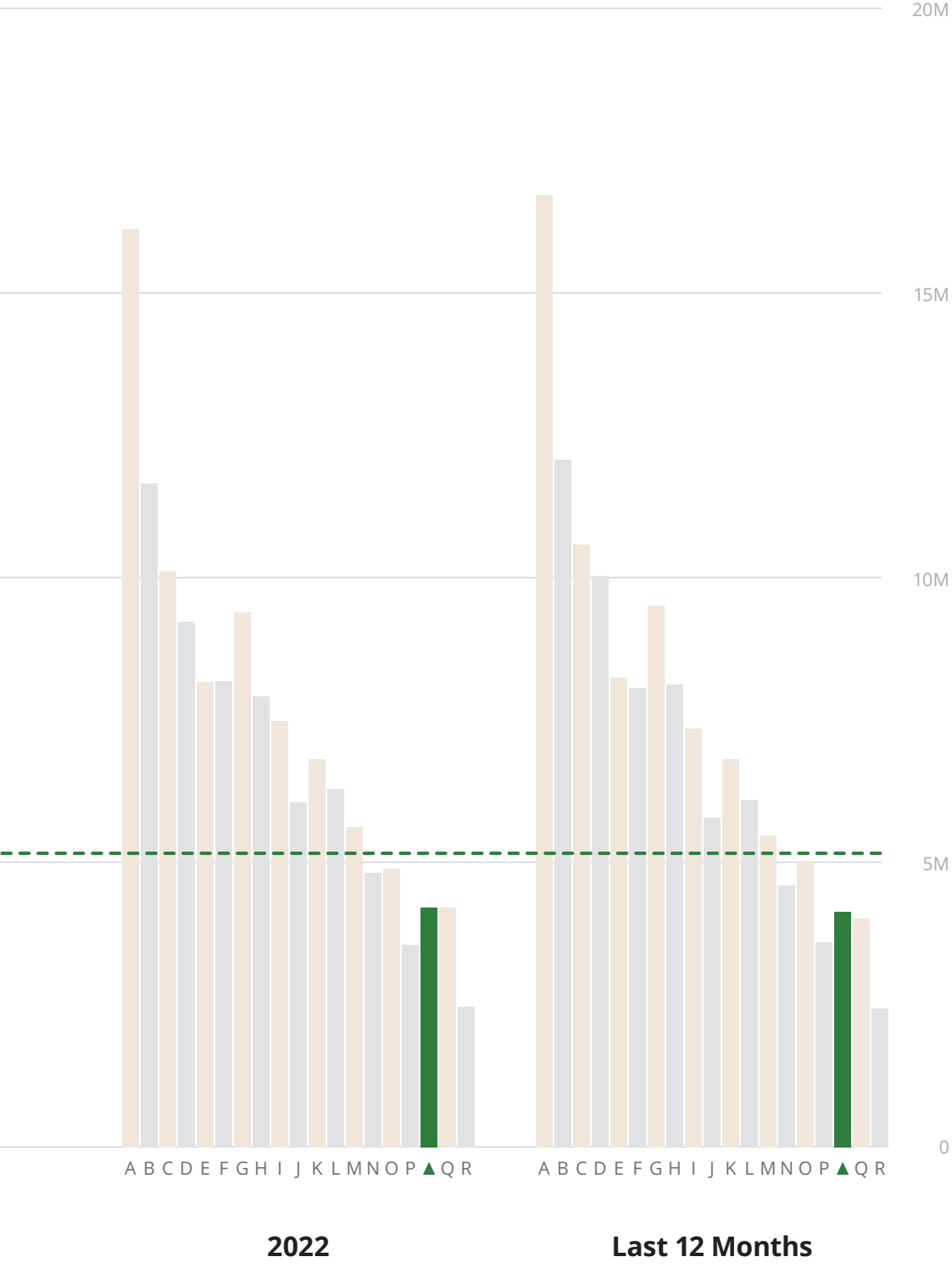
We also looked at visitation trends for competitive shopping malls in proximity to Tracy, as shown in the table on the next page, leveraging data from Placer.ai. The chart ranks West Valley Mall in context with other super-regional malls within 50 miles based on estimated visitation since COVID, relative to a pre-pandemic baseline. While a subset of malls have recovered beyond their pre-COVID levels (including Westfield Valley Fair and Great Mall), the table reinforces how West Valley Mall has struggled to recover, with aggregate visitation levels which remain well below regional averages. These trends are generally consistent with other metro areas, where a narrow subset of shopping malls are able to retain their anchor department stores and thrive, in part due to the presence of more diversified store offerings, including entertainment and restaurants.

Total Visitation Volume by Year for Super Regional Malls

within 50 Miles of West Valley Mall



Pre-Pandemic Baseline **2020** **2021**



Legend

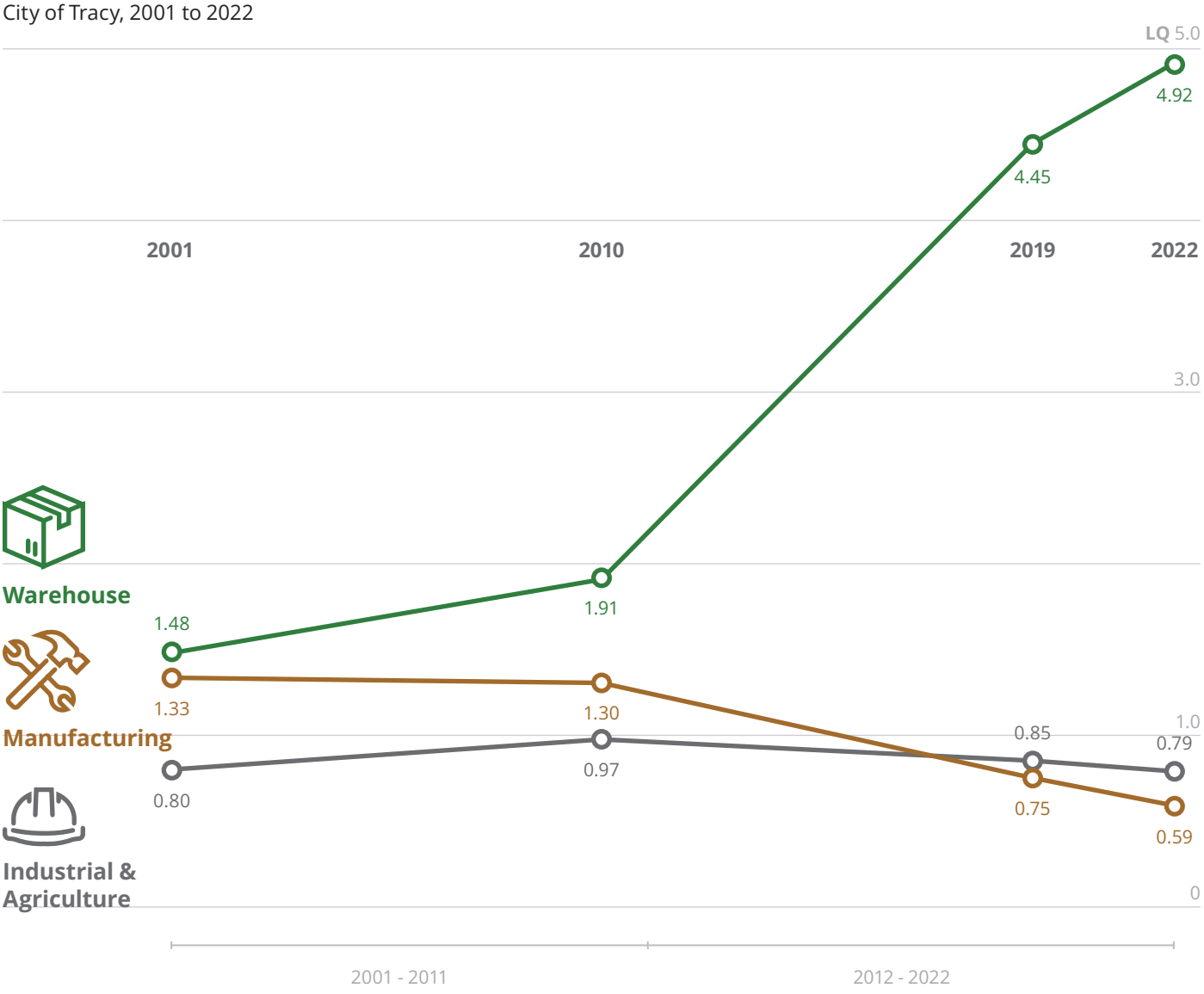
▲ West Valley Mall

-- West Valley Mall Pre-Pandemic Baseline

A Westfield Valley Fair
B Great Mall
C Westfield Oakridge
D Eastridge Center
E Sunvalley Shopping Center
F Vintage Faire Mall
G Hillsdale Shopping Center
H Alameda South Shore Center
I Stanford Shopping Center
J Stoneridge Shopping Center
K Southland Mall
L San Francisco Premium Outlets
M Broadway Plaza
N Solano Town Center
O Bayfair Center
P Newpark Mall
Q Weberstown Mall
R Hilltop Mall

Industrial-Related Location Quotients

City of Tracy, 2001 to 2022



Source: EMSI

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

There are four distinct drivers of industrial demand:

Our experience with warehouse district and advanced manufacturing projects in Chicago, Dallas, and San Francisco reinforces the need to differentiate that there are four distinct drivers of industrial demand:

1. Pre-COVID growth in e-commerce for order fulfillment beginning in 2010.

2. Pandemic induced supply chain issues triggered short-term need for warehouse space; demand is expected to slow by the end of 2023 and into 2024.

3. Expectations for post-COVID growth in domestic advanced manufacturing linked to shorter and more resilient supply chains.

4. Broader demand for construction, utilities, industrial services, and waste management.

Within Northern California, new warehouse construction has shifted decisively toward the Central Valley, with demolition of roughly 40 million square feet of older space in industrial markets across Santa Clara, Alameda and San Mateo Counties. Cities such as Stockton have emerged as a focal point for new warehouse construction, largely due to lower land costs compared to Tracy.

The table on the left summarizes location quotient trends for the City of Tracy between 2001 and 2022 across industrial sectors inclusive of agriculture, construction, utilities, manufacturing, warehouse, transportation, and logistics, and speaks to significant growth between 2010 and 2019. Decreasing concentration in Industrial & Agricultural activities (with location quotient decreasing from 1.33 in 2001 to 0.59 in 2022) has also unfolded with relative stability in manufacturing activities.

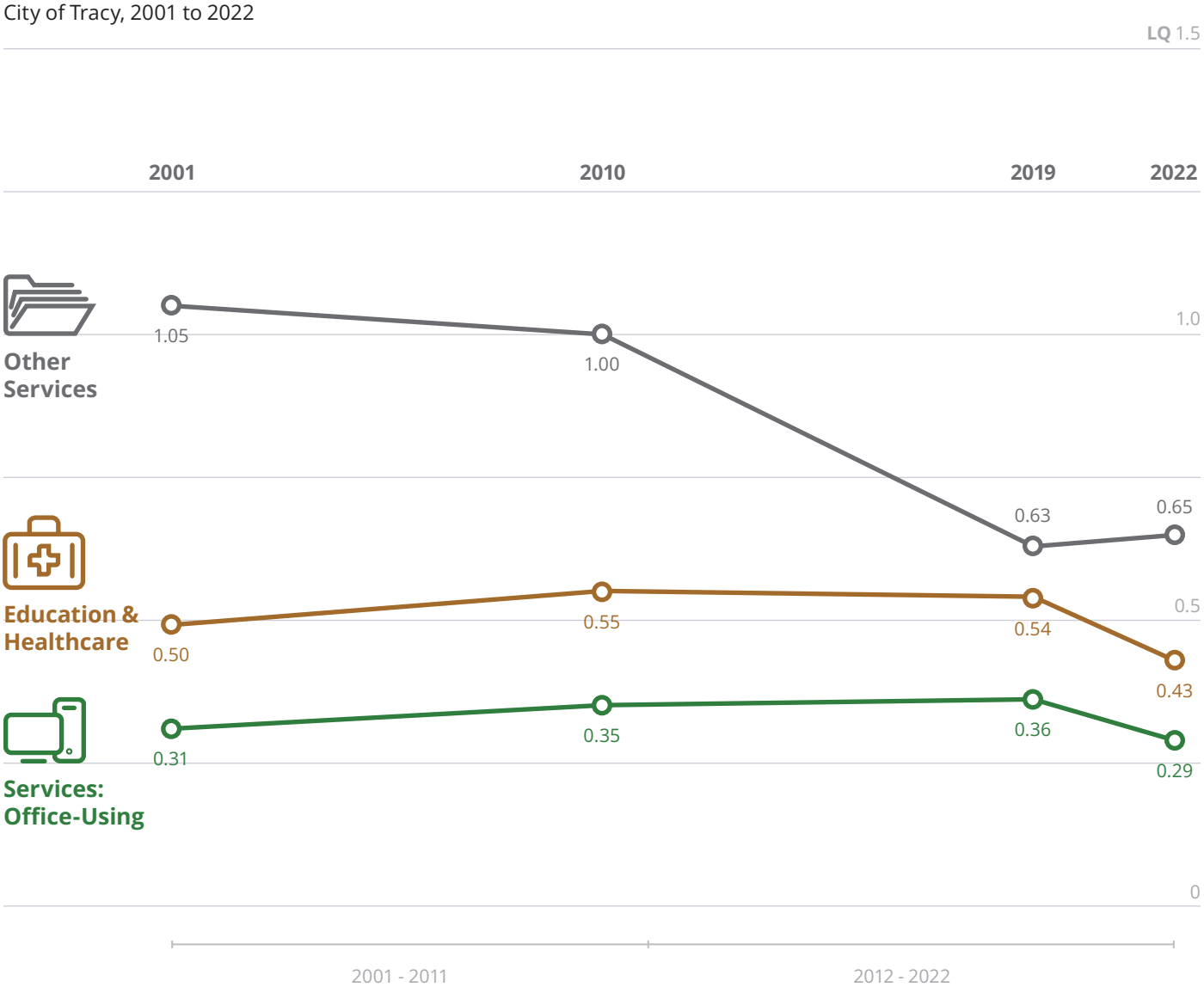
Remote Work and Office Demand

Office markets have been particularly impacted as the pandemic led to accelerated and sustained interest in remote work from home (inclusive of hybrid and pure remote). With office building utilization remaining well below pre-COVID thresholds in 2023, expectations point to a post-COVID hybrid world where workers opt for two or three days a week in the office. While new office buildings with significant amenities seem to be weathering these challenges, the continued mismatch between generally higher real estate values and significantly lower levels of space utilization is creating pressure, with primary focus on older office buildings constructed between a primary focus on from 1980 to 1990. Another important consideration about remote work is the reality that a majority of occupations in the US are not suitable for work from home; many of these positions will tend to be in lower to middle wage positions across retail and services.

In Tracy, analysis of employment by industry across professional services, education and health care using a location quotient approach reinforces how sectors that would be expected to drive demand for office space remain consequentially underdeveloped relative to the US average or have decreased in concentration since 2001.

Office-Using Employment, Location Quotients

City of Tracy, 2001 to 2022



Source: EMSI

Note: Includes employment data for zip codes 95304, 95376, 95377, 95378, 95391
The location quotient approach discerns local concentrations of employment relative to US average; local values > 1.0 signal employment concentrations above US average.

Housing

Although housing markets nationally have been particularly impacted by the pandemic, our experience reinforces how broader structural trends have been impacting housing since 2010, in context with an extended period of economic growth:

- The construction pace of US Housing units has slowed from long-term averages, largely due to housing units which were not built between 2010 and 2015, due to the impact of the Great Recession.
- With slower growth in inventory, there is increasing pressure to reinvest in older (pre-1970) homes; the US Census estimates that about 350,000 housing units annually need to be built just to replace lost units; for Tracy this "minimum replacement rate" could be between 75-100 units per year.
- While US Census data suggests that aggregate residential construction costs have generally accelerated only in line with inflation since 2000, home values have grown at a faster pace. Sources such as the Federal Housing Finance Agency have identified higher land costs as a specific challenge in housing affordability.
- The Missing Middle: The unfolding impact of housing units not built since 1970 due to the advent of "single-family" zoning districts, which have over time encouraged either single family or multi-family housing, at the expense of townhome, rowhouse and duplex construction.
- Research by the Brookings Institute addresses how changes in US household structure over the last 30 years, with fewer 2-parent households and more single-parent and multi-generational households is unfolding in stark contrast to housing construction trends, which continue to favor traditional single-family homes.

Our research indicates that the Tracy housing market's historic trajectory through 2023 has been distinct relative to regional and statewide trends, as shown in the adjacent tables. Single-family detached housing makes up about 80% of inventory in Tracy, well above the noted benchmarks. Notably, while Tracy has seen growth in multi-family unit construction since 2010 at an annual rate of 1.9% (faster than noted benchmarks), single-family detached unit growth has also been rapid (annual rate of 1.1% since 2010).

Single Family-Unit Share Change

Market	2010	2023
Tracy	81.4%	80.0%
San Joaquin	72.3%	73.4%
NORCAL	59.0%	57.7%
California	58.2%	57.3%

Growth Rate, Housing Units, 2010 - 2023

Market	Single Family-Unit Growth	Multi-Family-Unit Growth
Tracy	1.1%	1.9%
San Joaquin	0.1%	-0.2%
NORCAL	0.5%	0.9%
California	0.4%	0.8%

Source: State of California

> "The pace of US housing unit construction has slowed from long-term averages, due in large measure to units not built between 2010 and 2015, due to the Great Recession."

03

Listening Tour Summary and Observations

Particularly since 2010, Tracy has transitioned from being an agricultural focused Central Valley community into a mid-sized city solidly within the Bay Area's sphere of influence. Given consequential growth, continuing the historic single-use land consumption pattern in Tracy may have significant negative consequences, and to be competitive, Tracy needs to change its development approach.

Stakeholders expressed mixed feelings about the pace of growth and community change, with excitement and optimism about the City's direction balanced by concern over the impact of growth on City infrastructure and quality of life. Stakeholders also spoke of tension between longtime residents (so-called "Old Tracy") and recent transplants (so-called "New Tracy") with respect to growth and quality of life priorities.

RAND
TRIBUTE TO BAD CO.
OVI W/ LONG TIME
UL 23 7PM

Organizational Capacity

Economic development is a clear priority for City leadership, and while there is some disagreement on specific goals, elected officials and department heads recognize the importance of economic development for the City's future. The City Council continues to prioritize economic development as part of their biannual strategic priorities.

Economic Development Division staff are visible in the community and are proactive in pursuing prospective companies. However, staff capacity is limited. The Economic Development Division is challenged to deliver on a diverse set of responsibilities, including marketing, data brokerage, liaising with site selectors and facilitating incentives negotiations, helping local businesses navigate City processes, and representing the City in local and regional partnership associations. The Economic Development Division may need additional staff resources to fulfill these responsibilities for a fast-growing city. In addition, there could be greater coordination and more strategic distribution of responsibilities between the Economic Development Division and the Tracy Chamber of Commerce.

KEY OBSERVATIONS

Tracy needs a more cohesive structural approach to help organize its economic development efforts. Our experience reinforces the importance of staying competitive by hiring staff that directly addresses major gaps in efforts. One specific area of needs is business retention and expansion. While it is beneficial for Tracy to think outside of its jurisdictional borders, there is still a need to balance a more aggressive local approach with the opportunity to optimize regional, collaborative efforts. Ideally, Tracy would have at least two Full Time Equivalents (FTEs) and one or two junior-level Full Time Equivalents (FTEs) to support future economic development efforts.

Diverse & Resilient Economy

A large segment of Tracy's labor force commutes to the Bay Area for higher wage employment opportunities. Numerous stakeholders expressed frustration that, despite being home to so many Bay Area professionals, Tracy has attracted few white-collar jobs, leaving the City with a Bay Area labor force and a Central Valley jobs base. There is also a widespread perception that Tracy's retail, logistics, and service jobs are mainly held by residents of lower-cost communities in the Central Valley. While this claim is true to some extent, it likely underestimates the number of lower-income Tracy residents who work in the city.

Stakeholders do not want to see the City defined by warehouses, though Tracy has emerged as a logistics hub. The logistics sector accounts for thousands of jobs in Tracy and generates tens of millions in sales tax revenues to the City. Some stakeholders expressed concern that logistics employers do not provide quality jobs for the community, while others suggested the public underestimates the higher-wage job opportunities in modern logistics facilities. The locational advantages that make Tracy a logistics hub, coupled with its increasingly educated workforce, could position the City to attract more manufacturing opportunities.

Several stakeholders suggested healthcare as a desirable and realistic growth industry for the City, as there are plans for a new Sutter Health hospital in the Westside Specific Plan area which could serve as an anchor for additional medical office, clinic, and educational development.

Finally, stakeholders praised the Tracy K-12 education system, but noted a need for more career and vocational training opportunities.

> "The logistics sector accounts for thousands of jobs in Tracy and generates tens of millions in sales tax revenues to the City."

KEY OBSERVATIONS

The cluster analysis portion of the strategy identified gaps across many potential target industries. Even in Tracy's most mature cluster, agriculture, there is room for growth and innovation. To close such gaps, recent efforts among Economic Development Organizations with agriculturally- based economies, are focused on taking advantage of an increasing number of agritech and innovation opportunities by working with directly with higher education institutions.

Though the Bay Area is home to a plethora of Fortune 500 firms in the innovation and technology sector, Tracy needs to close the gap in leveraging such opportunities. One example is in the advanced manufacturing sector, particularly in the areas of food production, EV production, clean energy tech, and semiconductor manufacturing.

Healthcare access is another fundamental gap that needs to be addressed in Tracy. Sutter Health's recent investment in the Tracy Care Center located on Eaton Avenue is one positive trend for Tracy. However, as Tracy's population and workforce continues to grow, access to healthcare opportunities will need to keep pace. A proactive, collaborative approach will be necessary that seeks to leverage Bay Area healthcare providers and assets.

Retail opportunities in Tracy have not followed the typical "retail follows rooftops" adage. To help close the gap, Tracy needs to evaluate beyond its borders. To compete with benchmark communities and other growing communities nearby, Tracy will need to be more intentional and proactive in considering ways to attract unique retail opportunities that have the potential to draw from a larger trade (i.e., beyond its jurisdictional borders). Our experience shows that modern-day retail attraction efforts should focus on trade area versus political boundaries. Successful retail attraction can also be tied directly to primary job growth, particularly new employers that can help boost the daytime population.

Educational attainment is critical to Tracy and the Northern California Mega Region. However, there is a clear gap in provision of higher education in Tracy. With two national labs located nearby in Livermore and countless higher ed opportunities directly in the Bay Area, Tracy needs to advocate at the state level for funding sources and possible higher ed partnerships. To achieve the needed level of workforce talent to capitalize on a greater degree of "near-shoring," Tracy will need to advocate for investments in the California State University system, the community college network, and apprenticeship programs, all of which need to benefit Tracy directly.

Real Estate & Redevelopment

Tracy's General Plan offers a clear growth framework, implemented through a streamlined, flexible zoning code. Stakeholders with experience working with the City's Development Services Department report high levels of transparency and predictability in the project approval process.

However, some stakeholders noted that the pace of approvals is slow relative to some other cities and complicated by the City's residential growth control system.

Tracy's primary big-box retail cluster at I-205 is performing well, but the West Valley Mall is in a troubling state of decline. The mall is one of the most valuable properties in Tracy given its freeway proximity and infrastructure connections. Stakeholders expressed support for the idea of the City taking an active role in determining the future of the property.

Downtown has been on a positive trajectory in recent years, but it lacks residential and employment density to support around-the-clock restaurants and retail. Stakeholders report a general lack of developer interest in infill development Downtown despite there being virtually no height or density limits in the zoning code. Practical barriers may include challenging site assemblies with fractional ownerships, risk related to securing growth allotments for housing, and concern about marketability given Downtown's distance from freeways and rail transit.

Encouraging a greater diversity of market-rate housing options (e.g., smaller apartments, townhomes, and condos), as well as income-restricted affordable housing, could help enable more Tracy workers to live in the community. Many stakeholders highlighted a need for more affordable and workforce housing in the community. Several employers noted that their employees - even those with moderate wages by Central Valley standards—struggle to afford housing in the community.

Core Infrastructure

The City has adopted the use of Infrastructure Master Plans, a systematic approach to planning and funding future infrastructure needs. The Master Plans, which are currently being updated, create standardized fees on new development that are intended to cover the projected cost of future infrastructure needs. As a general rule, development in Tracy is expected to pay for its own infrastructure costs, though the City does offer some deferrals and credits as "soft" incentives.

City engineers report that Tracy's utilities have capacity for growth contingent on planned investments associated with Infrastructure Master Plans. Tracy manages its own water and sewer facilities and privately contracts for garbage services. Electricity is provided by PG&E, which charges higher rates than nearby local electrical utilities. Tracy has two underutilized airport properties that the City is interested in evaluating for logistics and research and development (R&D) uses. Both airports face significant barriers to development. For example, Municipal Airport is not connected to municipal water and sewer, and the New Jerusalem Airport is in a remote location and has virtually no infrastructure aside from the small airstrip. In context with innovation unfolding across concepts such as personal air mobility, the potential for economic development around these local assets needs to be better understood.

Tracy has considerable rail infrastructure owned by the Union Pacific Railroad (UPRR), a Class 1 railroad. This includes an active rail spur that connects sites in the Northeast Industrial Area to the Union Pacific mainline. Tracks on the south side of the City are mainly used for commuter rail (Altamont Corridor Express), and tracks east of downtown are used to store old locomotives. Several stakeholders suggested that Tracy's rail infrastructure and several key sites along the tracks are underutilized.

KEY OBSERVATIONS

Our experience reinforces the importance of Tracy focusing on the continued vitality of its Downtown area. Downtown has the potential to create a valuable mixed-use core that creates a natural pipeline for startups and small, locally-owned businesses to flourish. Improving the offerings in the Downtown core, from retail to entertainment options, needs to equate into Tracy's economic development gap-closing strategy. Current efforts to create a Downtown Specific Plan should align with the Economic Development Strategic Plan.

Other than the Downtown core, there is no genuine mixed-use development in Tracy. Most generational cohorts prefer walkable locations that can sustain a live, work, play, shop, and eat, etc. environment. Future Tracy economic development efforts need to focus on a supply of commercial and residential developments that include amenity-rich environments. This strategic plan identifies eight opportunity, or "catalyst," sties. Many of these sites have the potential to serve as future mixed-use sites.

West Valley Mall is holding Tracy back from realizing its full economic and fiscal benefits. Built in the 90s and now distressed, the mall needs a more holistic and targeted intervention. The intervention will require working with mall ownership to figure out a path forward.

Working with and forging stronger relationships with the local and regional real estate community, including developers, lenders, and brokers, will need to be a primary focus for Tracy. The effort needs to consider and identify what sites and buildings are suitable development targets for prospective owners and tenants alike. Working with local and regional chambers of commerce can help the City create a defined list of targets, which can then be leveraged through Tracy's integration of Bludot, a Customer Relationship database (CRM). Current transitions in economic development leadership underscore need for a stable platform to manage relationships.

Core Infrastructure

Our experience reinforces the need to invest in high-impact capital improvements which have potential encourage additional private-sector investment, or to reduce government expenses. Coordination between economic development and infrastructure planning is necessary, in part because while capital improvement decisions are made over future 5, 10, and 20 year horizons, economic development project needs will tend to unfold within months as new companies scout sites and make location decisions. Coordination between municipalities and utility providers to align spending plans for road and right-of-way utility infrastructure is a second example. Equally, the recent closure of the Hansen Road overpass speaks to the importance of needed improvements to alleviate truck traffic. As the population continues to grow, there is a greater need for providers of capital improvements to formally meet on a frequent basis to troubleshoot and discuss infrastructure needs and to solidify potential opportunities for collaboration.

Our identification of eight opportunity or "catalyst" areas presents an opportunity to coordinate infrastructure investments that can encourage additional private sector investment and align with its economic development goals.

The deployment of smart infrastructure makes local economies more efficient and resilient. Tracy needs to employ the use of smart cities technologies to proactively evaluate and use a data-driven approach to all future infrastructure decision-making processes. Smart infrastructure will help decision-makers identify additional gaps in mobility infrastructure and service provision far in advance.

The Valley Link Rail project aims to close gaps in the statewide rail system by providing a 42-mile, 7-station connection between the Dublin/Pleasanton BART station and the North Lathrop Altamont Corridor Express (ACE) station. The time is now for Tracy to ensure maximum economic benefits from the project. Last mile connections to and from future Valley Link stations will need alignment with the City's General Plan and capital improvements plan.

Quality of Life & Place

Maintaining and improving Tracy's quality of life is a priority for residents. Virtually, all stakeholders noted that Tracy offers desirable quality of life attributes, including safe neighborhoods, fun community events, and a unique small-town atmosphere. However, stakeholders reported the need for more recreation facilities and family-friendly attractions. Tracy voters have shown willingness to fund recreation improvements through the Measure V sales tax, which is supporting the development of Legacy Fields, a long-awaited Aquatics Center, a multi-generational recreation center, and a new nature park.

Stakeholders are eager to see more retail, restaurant, and entertainment opportunities in the City. Numerous stakeholders suggested that Tracy offers little to do for families and young adults, leading many to travel to the Bay Area for shopping, dining, and entertainment. Some highlighted promising additions to the City's restaurant scene (both local and chain offerings) but noted there remains room for further improvement.

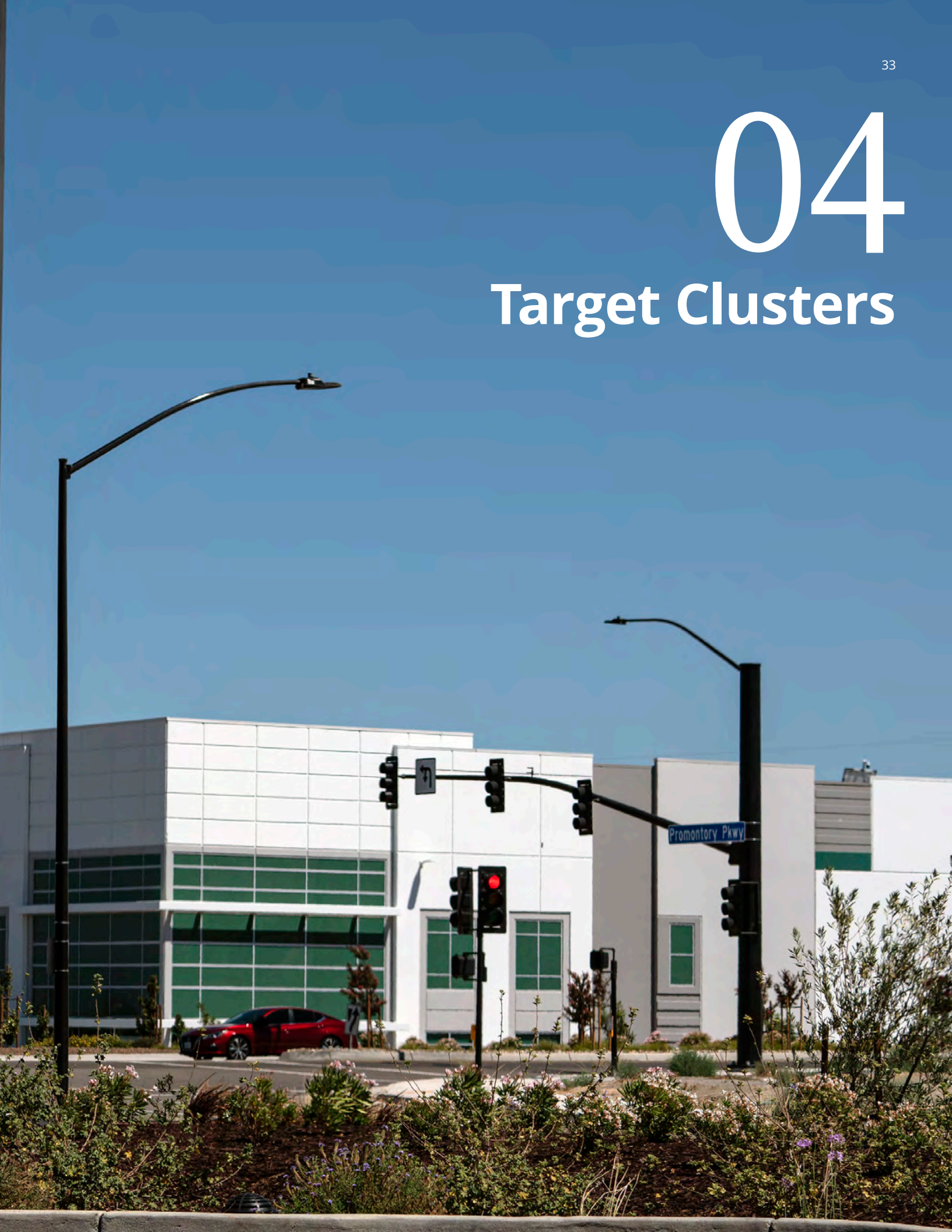
Tracy could be doing more to convey a distinct sense of place, especially in its gateways and edges. Stakeholders also suggested the City install more wayfinding signage to help direct visitors from the freeway to Tracy's key attractions, such as Downtown and the I-250 retail cluster.

KEY OBSERVATIONS

Maintaining and improving Tracy's quality of life is a priority for residents. In order to work on enhancing its sense of place and unique identity, Tracy will need to increase its portfolio of destination-oriented amenities and offerings specifically in the arts and culture, restaurant, and entertainment sectors.

Housing supply and affordability are in crisis across the Northern California Megaregion and beyond, including Tracy. Workforce housing is essential to economic development success.

04
Target Clusters



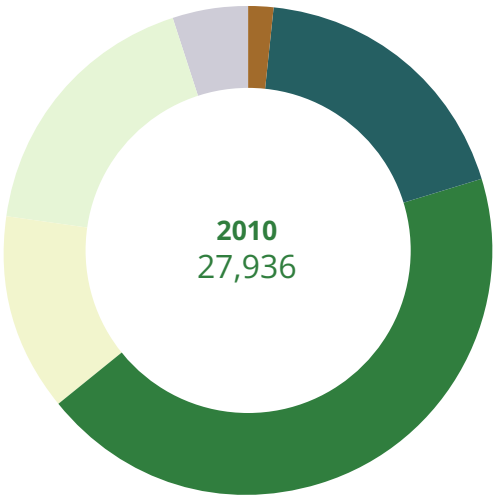
The recommended target clusters are the results of the industry cluster analysis and qualitative findings related to Tracy's competitive position. AECOM recommends four target clusters, and eight niche industries for Tracy to prioritize for economic development. The identified clusters have all experienced positive job trends in the last decade but despite the positive trends, location quotients in some essential clusters such as Education and Health Services remain low (0.61 and 0.59, respectively). These location quotients indicate that Tracy's population is not being adequately served by these local clusters. Growth in these clusters should be targeted as a necessity.

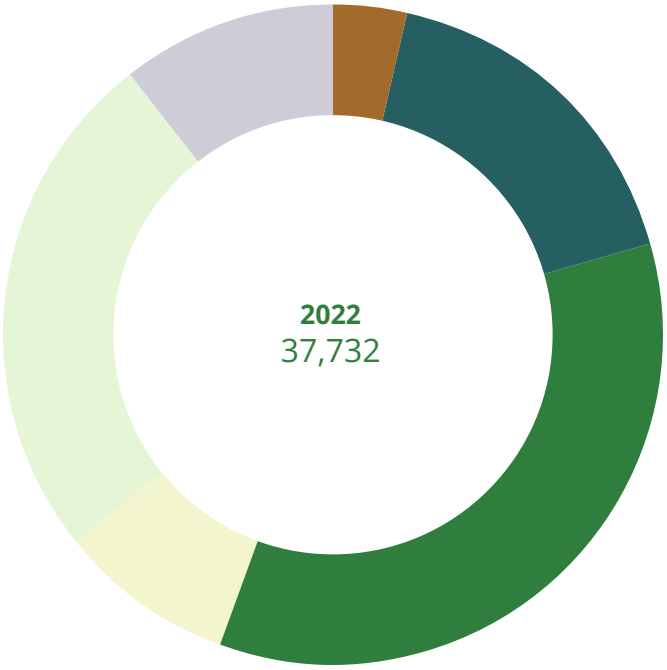
Growth Sectors

Undeveloped and Long-Term
Undeveloped clusters (LQ <0.40) are the hardest to grow – they lack a strong base and will require a large amount of attention in order to become dynamic, job-producing clusters. Long-Term Growth clusters (LQ 0.41 - 0.80) are easier to grow, and already have a foundation off which economic development can strategize. In Tracy, these sectors accounted for 20.3% of all jobs in 2010, and 20.8% of all jobs in 2022. This group of sectors captures several important clusters – Health, Insurance, Education, and Consulting Services. Location quotients below 1 imply unrealized growth potential.

Medium-Term and Short-Term
Medium-Term (LQ 0.81 - 1.20) and Short-Term Growth (LQ 1.21 - 1.60) clusters have strong foundations, and with some Economic Development staff involvement, can be stable, job producing sectors. In Tracy, these sectors accounted for 57.1% of all jobs in 2010, and 43.6% of all jobs in 2022. In 2022, several retail categories are part of the Medium-Term Growth sector. Location quotients in this range indicate a resident-focused job base, with limited visitor attraction. Construction-based clusters (contractors and retail) make up a large part of the Short-Term Growth sector. With a strong foundation and location quotients well above 1.0, these clusters can be further grown by strengthening exports and, where applicable, visitor attraction.

Mature and Super-Sectors
The Mature (LQ 1.61 - 4.00) and Super Sectors (LQ >4.00) capture the most developed and highly concentrated clusters in a region. In Tracy, these sectors accounted for 21.6% of all jobs in 2010, and 35.6% of all jobs in 2022. This growth indicates the presence of several high-concentration, high-employment job producers in the City. Logistics and distribution is the highest concentrated cluster in Tracy, with nearly 4,000 jobs in 2022. Growth in these sectors can be tricky – while there may be growth potential for some clusters, others will have reached the regional concentration, serving not just Tracy, but the regions around Tracy as well.





Undeveloped (<0.40)
Long-Term Growth (0.41 – .80)
Medium-Term Growth (0.81 – 1.20)
Short-Term Growth (1.21 – 1.60)
Mature (1.61 – 4.00)
Super Sectors (>4.00)

Target Clusters: A Closer Look

Advanced Manufacturing

Semiconductors & Electric Vehicle Components
Electric vehicle and component manufacturing, and chip and chip-adjacent manufacturing.

Jobs 47 **Location Quotient** 0.75

Electrical Equipment, Appliances, & Components
Electrical equipment, appliances, and component manufacturing – consumer and commercial.

Jobs 127 **Location Quotient** 0.55

Community

Healthcare Services
Hospitals, clinics, in and out-patient care.

Jobs 2,885 **Location Quotient** 0.59

Education Services and R&D
K-12, higher education, and research and development facilities and laboratories.

Jobs 490 **Location Quotient** 0.61

Technology

Computer Systems Design, Data Processing, & Related Services
Software, programming, and other computer related services.

Jobs 103 **Location Quotient** 0.22

Professional Services

Insurance Services
Medical, life, property, and all other insurance carriers.

Jobs 490 **Location Quotient** 0.50

Architectural & Engineering Services
Provision of engineering, architecture, and landscape architecture services.

Jobs 239 **Location Quotient** 4.29

Management, Scientific, & Tech Consulting
Providers of consulting services related to management, the sciences, and information technology.

Jobs 901 **Location Quotient** 0.62

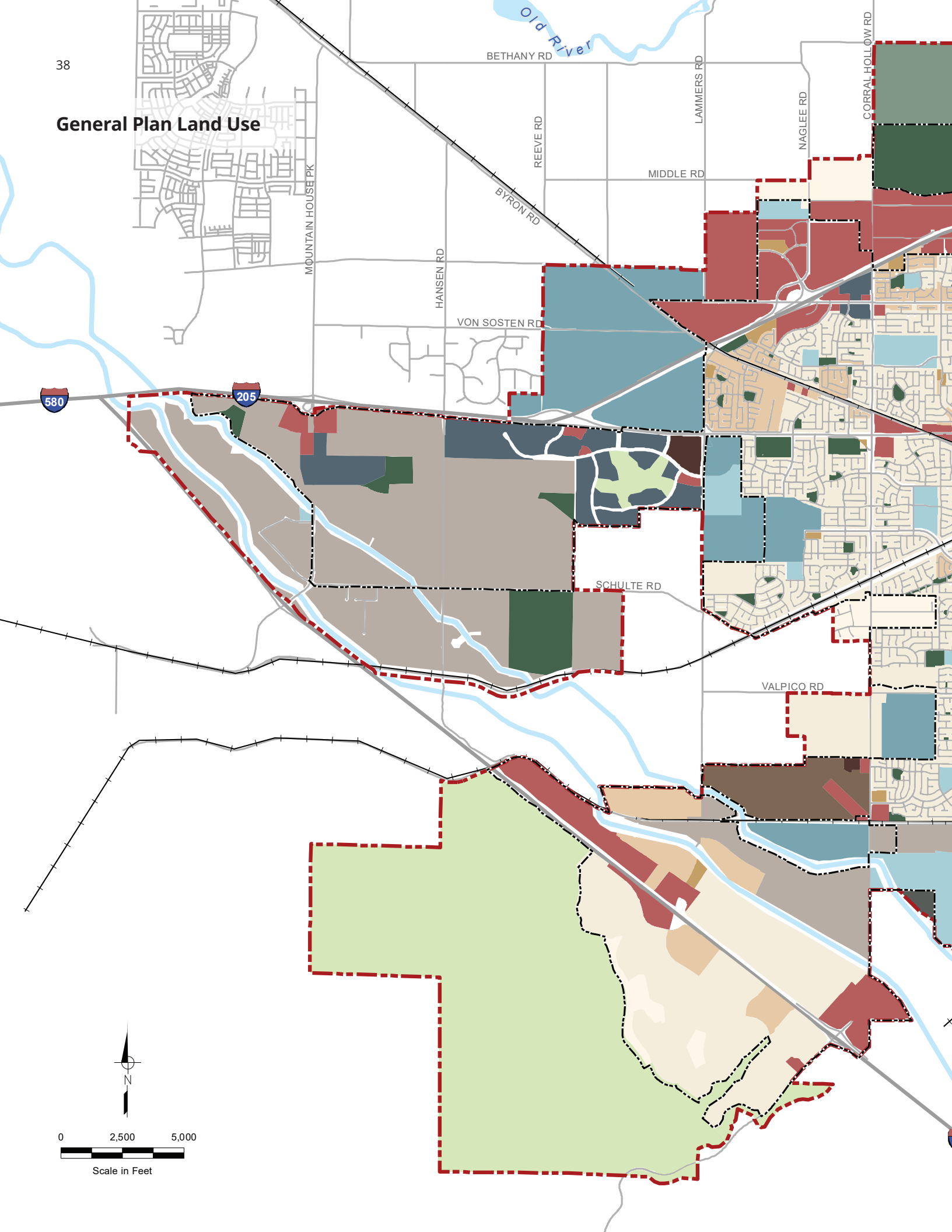
05

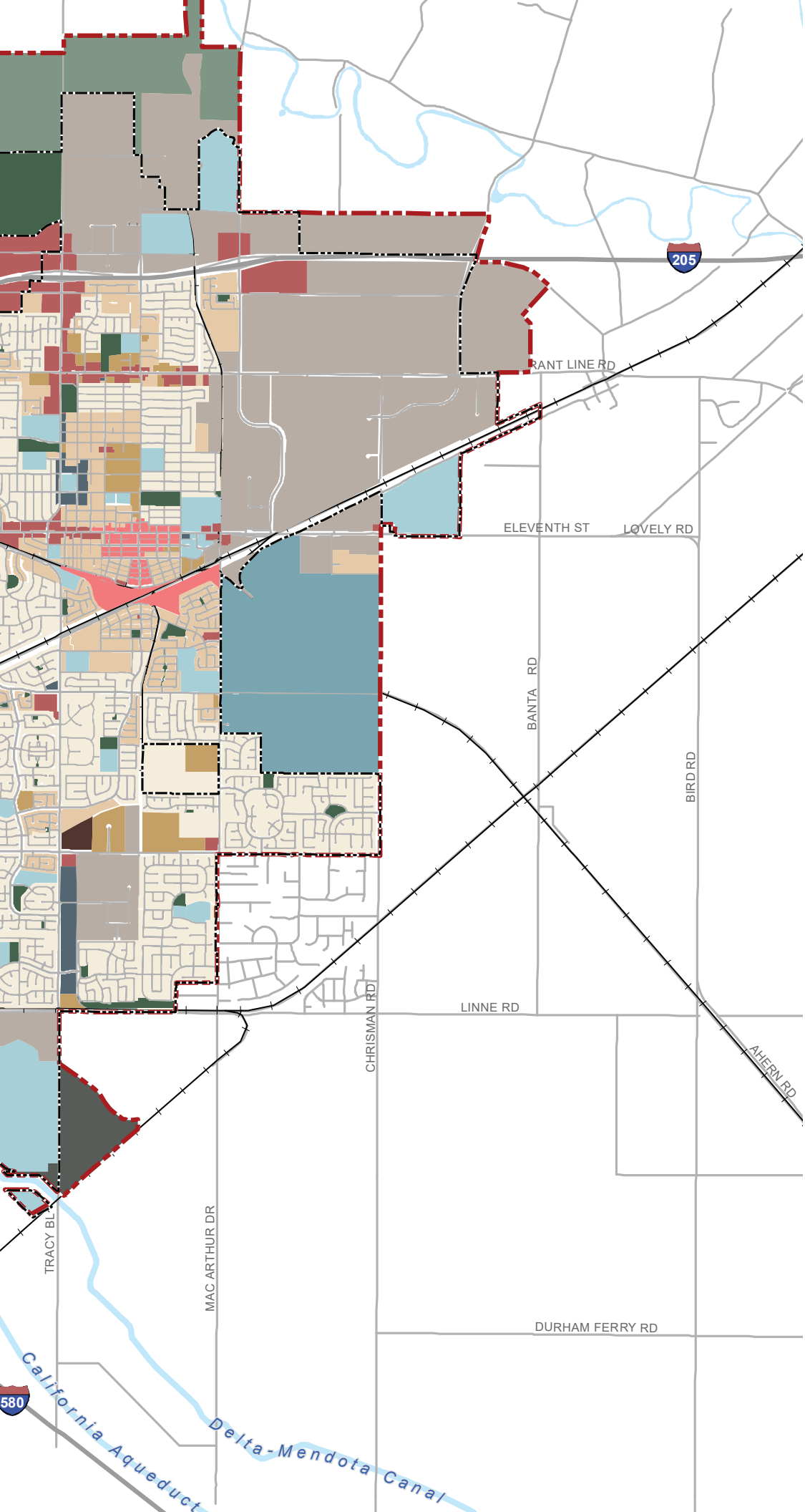
Opportunity Sites

AECOM conducted an assessment of developable land as well as other greenfield and infill sites across the City with a focus on transit-oriented development (TOD) opportunities, either downtown or adjacent to the interstate (Valley Link). This work yielded the identification of opportunity sites for future development, including the evaluation of the 100-acre Chrisman Road property.

A managed growth strategy will improve mixed-use offerings in Tracy, minimize land consumption linked to development of single-family homes, and will create demand for broader commercial real estate offerings across industrial, retail, and office submarkets.

General Plan Land Use





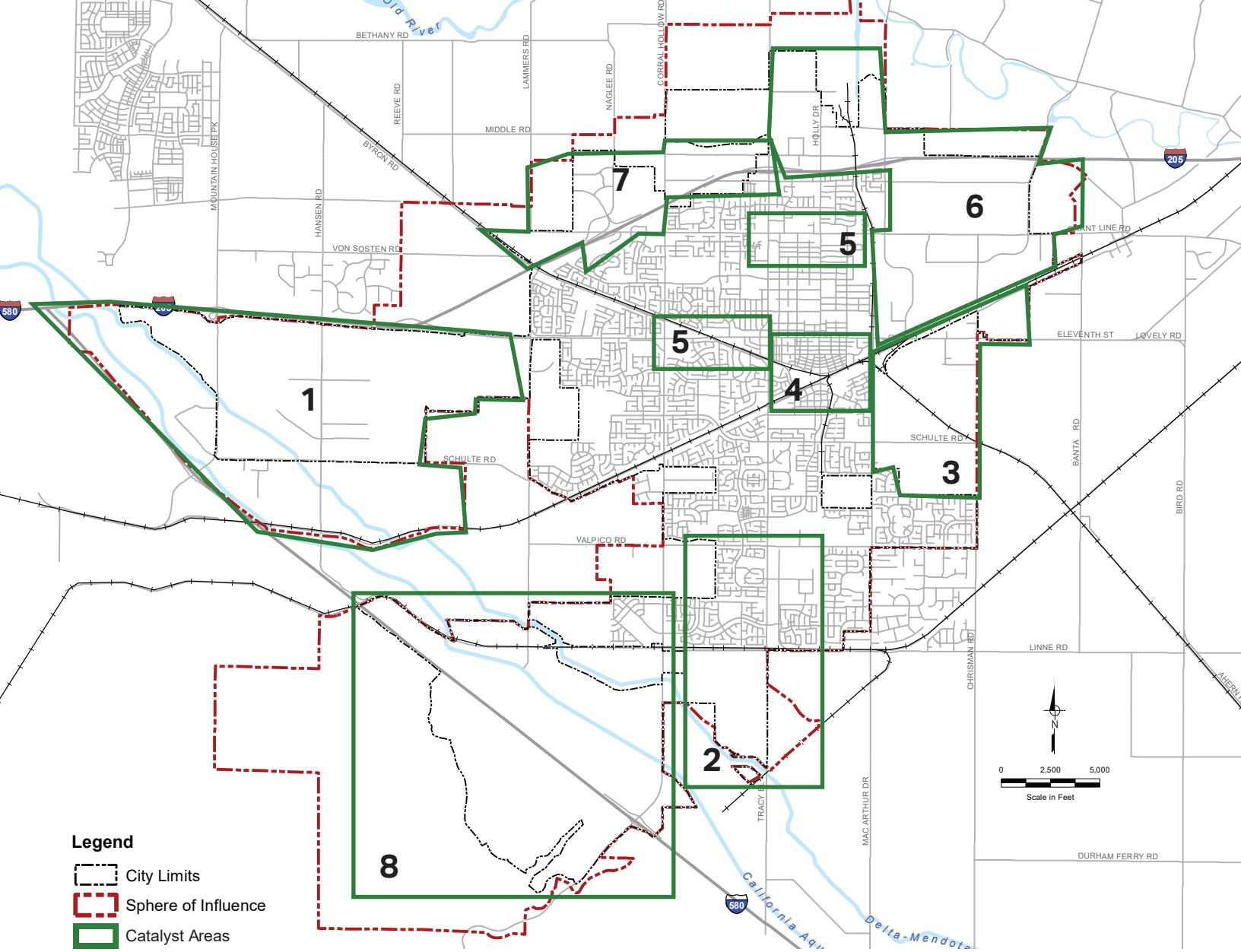
This map summarizes current 2023 land use information for the City of Tracy

Legend

- City Limits
- Sphere of Influence

General Plan Land Use

- Residential Very Low
- Residential Low
- Residential Medium
- Residential High
- Traditional Residential - Ellis
- Commercial
- Office
- Industrial
- Downtown
- Village Center
- Public Facilities
- Park
- Open Space
- Agriculture
- Aggregate
- Urban Reserve



Tracy has 8 Key Areas identified for "catalyst," or opportunity, sites. They are detailed below in order of suggested prioritization:

I. AREA 4 **Downtown**

Downtown Tracy is the focus of a currently-unfolding sub-area plan. The downtown area includes retail, restaurant, and office uses generally along N. Central Avenue and 10th Street. The Tracy Transit Center and the Grand Theatre anchor the southern extent of downtown, while Union Pacific Railroad controls considerable vacant land and railroad right-of-way on the southern edge of downtown. Residential districts adjacent to downtown are defined by significantly older (pre-1940) construction. In other cities, the combination of small home sizes and higher home values will tend to encourage pressure for teardowns. Downtown Tracy includes opportunities to support higher-density residential and mixed-use development along key arterials and side streets (N. Central, E/W 7th, and E 11th). Loss of surface parking may dictate eventual need for structured parking.

II. AREA 1 **West Side/Prologis**

The West Side/Prologis area should be prioritized for commercial development and health care opportunities, as high-visibility land on I-205 remains undeveloped. At current rates of development, this sub-area will be built-out within 10 years. Additional vacant land remains within the sphere of influence generally south of Schulte Road, but sites are being developed. Current demand for warehouse will put pressure on sites zoned for office use, as the sphere of influence includes more intense manufacturing activities (e.g., Owens Corning).

III. AREA 5 **Commercial Corridors**

The general character of two commercial corridors, West 11th Street and Grand Line Road, includes stand-alone retail buildings as well as larger community-oriented shopping centers. While retail occupancies are currently positive, notable vacancies (e.g. former grocery stores) are a concern. Supporting reinvestment of existing older corridor shopping centers will need to remain in focus as the City's resident base expands and new retail locations emerge, with consideration of strategies to reposition sites with surplus parking for mixed-use development.

IV. AREA 6 **Northeast Industrial**

This larger industrial district includes larger-format warehouses, all generally east of N. MacArthur Drive, with major distribution operations associated with Amazon, Crate & Barrel, Home Depot, and similar Fortune 500 companies. Leprino Foods is a consequential food manufacturer along the corridor and a former retail outlet mall has been repositioned for retail and office use; the site has visibility from I-205. North of I-205 along Larch Road, east of Holly Drive, is the City of Tracy Wastewater Treatment Plant. West of Holly Drive is a compact and dense business park, which supports a diverse set of service businesses, with highway-oriented commercial uses including hotels at key interchanges. The area is approaching build-out, as development to the north of I-205 is constrained by flood plains.

V. AREA 7 **Commercial near I-205/West Valley Mall**

This area serves as the primary commercial node in Tracy, with direct access from I-205. The area's retail offerings include a mix of large-format retailers (Home Depot, Target, Walmart, etc.) with additional strip retail redevelopment supporting a large concentration of national chain restaurants. The area also includes several recently built apartment complexes, generally 3-story with surface parking. While the district has a mixed-use flavor, this sub-area remains focused on cars, with limited pedestrian access. Land use changes dramatically north of Auto Plaza Drive due to existing 100-/200-year flood plains generally in San Joaquin County. Proposals for Valley Link Commuter rail service include the option of a new transit station in this sub-area, possibly leveraging the West Valley Mall site. The mall is the primary challenge, linked to a loss of anchor department stores, and conversations should continue with the mall owner to evaluate reuse of this site.

VI. AREA 8 **Tracy Hills**

Tracy Hills is an expansive area on the southwest side of Tracy, with excellent interstate access via I-580. Current development is focused on higher-end single family residential development, with plans for commercial development (existing approved commercial development within the sub-area plan should be preserved). There is an opportunity to revisit the balance of single-family versus multi-family housing in the small area plan, and to increase retail offerings for south side residents. Access between Tracy Hills and the rest of the City of Tracy is constrained, with one primary route, Corral Hollow Road.

VII. AREA 2 **Airport/Transit for Housing and Economic Development**

A complex area which supports industrial activity along Tracy Boulevard between Valpico Road and Linne Road in context with surrounding areas which are defined by residential use. Transit-oriented development could be considered in proximity to the ACE commuter rail station and park/ride facility, located on Linne Road at Tracy Blvd, with adjacent community-oriented retail adjacent to the north, but there is no higher density transit-oriented housing at the site. Tracy Municipal Airport has two runways (4,000 ft and 3,438 ft). Municipal infrastructure is not available to the airport or adjacent sites, which would be needed to support aviation-linked development (such as advanced manufacturing for aviation). Several quarries remain in operations south of Linne Road, with one specifically situated at the southwest quadrant of Linne Road and South Tracy Boulevard. Additional assessment will need to be conducted to evaluate future land use transitions for quarry and other industrial properties when extraction is finished.

VIII. AREA 3 **Chrisman Road Property/East Site**

The Chrisman Road Property falls within the City limits of Tracy, and is within the City's sphere of influence. The prevailing use of the site is agricultural, with an existing highway-oriented commercial and light industrial district along W. 11th Street, west of Chrisman Road. State Route 205 eventually connects with Interstate 5, three miles to the east. Given access constraints, this sub-area is not viewed as a near-term priority, though the General Plan identifies a future Chrisman Road interchange on I-205 (new road and grade separation with UPRR would be needed to improve access to I-205). Proposals to introduce commuter rail service through downtown (Valley Link) would encourage development of multi-family housing, while the Chrisman site could be preserved for longer-term economic development opportunities.

06
Strategies

85

Organizational Capacity

GOAL

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration.

BACKGROUND

The City is in a unique place where there are multiple open leadership positions for key functions of economic development. There was some concern with a lack of economic development structure and organizational capacity.

Our competitive assessment revealed understaffing of economic development efforts and the need for capacity enhancement across:

1. **Retention and expansion of existing businesses in Tracy.**
2. **An attraction strategy focused on industry clusters aligned with City positioning.**
3. **A retail attraction strategy focused on the south side of Tracy.**
4. **Broader outreach to ensure that workforce development needs are being met.**

1. Increase capacity to deliver economic development services within Tracy.
   - ● Expand the City Economic Development Team with two additional staff to support implementation of a business retention and expansion (BRE) program to support recovery and growth of local businesses, and to expand retail offerings on the south side of Tracy.
   - ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration.
   - ●● Evaluate potential future city-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator).
   - ●● Support the Tracy Chamber of Commerce in the expansion of city-wide business resources and marketing opportunities.

2. Increase workforce development capacity in collaboration with regional partners to support business growth and expansion.
   - ● Ensure that Tracy businesses have visibility and are aware of workforce development programs offered by the San Joaquin County Workforce Development Board, and bring awareness to programs currently offered to the Tracy community, including Adult Schools medical pathway and ESL courses, and expand on these opportunities.
   - ●● Encourage City Economic Development staff to serve as a bridge to the Tracy Unified School District (TUSD) to expand career and technical education pathways, dual enrollment programs, and workforce development partnerships.
   - ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy.

Diverse & Resilient Economy

GOAL

Foster resilience through strategies which encourage economic inclusion and diversification.

BACKGROUND

Comments during the listening tour pointed out a need to diversify beyond "warehouse development." Stakeholders expressed concern about developing a talent pipeline without higher education opportunities directly in Tracy.

Data analysis identified a need to develop and grow opportunities across all industry clusters and opportunities to expand workforce development efforts by leveraging regional partners, including the San Joaquin Partnership.

1. Reignite conversations with healthcare providers and stakeholders in Northern California to expand healthcare services and workforce opportunities in Tracy.
    - ● Identify a City "sector champion" to own and lead conversations with health care providers.

2. Leverage the City's "Inside the Triangle" brand to expand regional and national awareness of Tracy's value proposition.
    - ● Improve site selection website and connectivity with regional site selection platforms as a first step in expanding business attraction across target industries.
    - ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources.

3. Encourage entrepreneurship and innovation through policies which catalyze the emergence of a vibrant innovation ecosystem in Tracy.
    - ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth.
    - ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems. The analysis will need to consider funding, community resources, facilities, and training to identify gaps.
    - ●● Work with the City staff in Planning and Development Services to ensure that zoning codes differentiate between lower-value warehouse vs higher-value advanced manufacturing activities.

Real Estate & Development

GOAL

Encourage investment in catalytic opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths.

BACKGROUND

The listening tour identified concerns related to increased housing costs in Tracy, which has traditionally been seen as a relatively affordable place to own a home. Comments from the listening tour also pointed to challenges with limited retail offerings and fine dining. In addition, most listening tour stakeholders overwhelmingly believe Valley Link will be a benefit to the community. Ensuring first/last- mile connections are made via VallyLink stations is valuable for retaining businesses and attracting new business activity to Tracy.

1. Optimize underperforming, underdeveloped, and underutilized properties in need of development/ redevelopment.

   ●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations.

   ●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals.

   ●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295).

   ●●● Sustain a long-term engagement strategy with Union Pacific Railroad (UPRR) to maintain focus on reuse of currently under-utilized railroad property and evaluate strategies and grant funding to mitigate potential environmental concerns.

2. Ensure capital improvements have a high impact on local economy by deploying Smart City infrastructure elements in future capital improvement projects.

   ●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned, such as larger warehouse developments where increasing truck volumes will result.

   ●● Work with real estate brokers, lenders, and potential developers via public-private partnerships to identify opportunities for development of mixed-use projects.

   ●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs can be financially sustained.

Quality of Life & Place

GOAL

Encourage quality of life and public improvements through placemaking enhancements and cultural amenities.

BACKGROUND

The listening tour identified Tracy as a generally a nice place to live and work. As Tracy transitions from a bedroom community to an inland destination, its quality-of-life offerings need to follow suit. Comments also pointed to a lack of destination- oriented dining options and new venues to attract families. There is an opportunity to establish new cultural and arts programs and tie these into attracting businesses and workers (purely remote and/or hybrid).

1. Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan.

   ● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, and evaluate grant support for enhanced downtown gateway features, art installations, and related improvements.

   ●● Partner with Cultural Arts Division to identify and implement civic art opportunities.

2. Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, sports and leisure activities.

   ● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination.

   ●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand.

David Clark

Appendices

Tracy Economic Development Strategic Plan - Preliminary Draft Strategies

TRACY | AECOM

Tracy Economic Development Strategic Plan

Preliminary Draft Strategies

DRAFT STRATEGIES

01 Organizational Capacity

02 Diverse & Resilient Economy

03 Real Estate & Development

04 Quality of Life & Place

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DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | Quality of Life & Place

Strengthen organizational capacity to enhance economic resilience, expand market access, and enhance regional collaboration

1. **Increase capacity to deliver economic development services within Tracy**
   - ● Hire additional staff and implement a business retention and expansion (BRE) program to support recovery and growth of local businesses
   - ●● Evaluate potential future city-led economic development incentives to support small business growth (revolving loan fund, innovation investment fund, or a business incubator)
   - ● Align internal economic development efforts with other City planning efforts to ensure maximum capacity and collaboration
   - ●● Support the Tracy Chamber of Commerce in the expansion of city-wide business resources and marketing opportunities
2. **Increase workforce development capacity in collaboration with regional partners to support business growth and expansion**
   - ● Ensure that Tracy businesses have visibility and are aware of workforce development programs supported by the San Joaquin County Workforce Development Board
   - ●●● Work with the San Joaquin County Community College District to offer and promote community college offerings in Tracy
   - ●● Work with Tracy Unified School District to expand career and technical education pathway programs, and dual enrollment programs

● Short Term Years 0-2 ●● Mid Term Years 2-5 ●●● Long Term Years 5+ Fiscal Year July 1 – June 30

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | Quality of Life & Place

Foster resilience through strategies which encourage economic inclusion and diversification

1. **Reignite conversations with healthcare providers and stakeholders in northern California to expand healthcare services and workforce opportunities in Tracy**
   - ● Identify a City "sector champion" to own and lead conversations with health care providers
2. **Leverage the City's "Inside the Triangle" brand to expand regional & national awareness of Tracy's value proposition through enhanced economic development marketing**
   - ● Improve site selection website and connectivity with regional site selection platforms as a first step in expanding business attraction across target industries
   - ●● Ensure that local small businesses are made aware of new and existing local, state, and federal programs and resources
3. **Encourage entrepreneurship and innovation through policies which catalyze the emergence of a vibrant regional innovation ecosystem**
   - ● Leverage data to understand neighborhoods where economic disparities exist in order to reduce barriers to economic growth
   - ●● Conduct a study to evaluate the current status of regional innovation ecosystems and Tracy's place within those ecosystems. The analysis will need to consider funding, community resources, facilities, and training to identify gaps

● Short Term Years 0-2 ●● Mid Term Years 2-5 ●●● Long Term Years 5+ Fiscal Year July 1 – June 30

TRACY | AECOM

DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | **Real Estate & Development** | Quality of Life & Place

Encourage investment in "catalytic" opportunity areas through targeted infrastructure investments which build on Tracy's competitive strengths

1. **Optimize underperforming, underdeveloped, and underutilized properties in need of development/redevelopment**

- ●● Evaluate TOD opportunities near ACE and Valley Link transit stations and support execution of Valley Link, and initiate planning for infrastructure improvements near transit stations
- ●● Regarding West Valley Mall, assess existing infrastructure capacity and evaluate tools such as zoning overlays to ensure that mall reuse outcomes are consistent with stated public policy goals
- ●● Maintain focus on Housing Element of the General Plan to ensure future supply of workforce housing needs, in part through provision of "missing middle" housing typologies (consider application of state law such as CA AB-2295)
- ●●● Sustain engagement with UPRR to maintain focus on currently under-utilized rail corridors and adjacent sites

2. **Ensure capital improvements have a high impact on local economy by deploying Smart City infrastructure elements in future capital improvement projects**

- ●● Assess vulnerability of infrastructure in key redevelopment areas where higher intensity uses are envisioned
- ●● Work with real estate brokers, lenders, and potential developers via public-private partnership model to identify opportunities for development of mixed-use projects
- ●●● Conduct fiscal assessments of proposed projects to ensure that long-term maintenance costs for existing city roads can be financially sustained

● **Short Term** Years 0-2 ●● **Mid Term** Years 2-5 ●●● **Long Term** Years 5+ Fiscal Year July 1 – June 30

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DRAFT STRATEGY

Organizational Capacity | Diverse & Resilient Economy | Real Estate & Development | **Quality of Life & Place**

Encourage quality of life and place improvements through placemaking enhancements and cultural amenities

1. **Improve the aesthetic appearance of Tracy's main entrances by commissioning a gateway master improvements plan**

- ● Improve branding, landscaping, signage and wayfinding along I-205 access points into Tracy, particularly
- ●● Partner with Cultural Arts Division to identify and implement civic art opportunities

2. **Strengthen Tracy's tourism by continuing to promote the arts, music, festivals, and sports and leisure activities**

- ● Support the Tracy City Center Association in adopting Main Street Program principles to support expansion of Downtown Tracy as a regional destination
- ●●● Consider expanding the capacity of recreational assets and cultural arts facilities to support both resident demand and attracting visitor demand

● **Short Term** Years 0-2 ●● **Mid Term** Years 2-5 ●●● **Long Term** Years 5+ Fiscal Year July 1 – June 30

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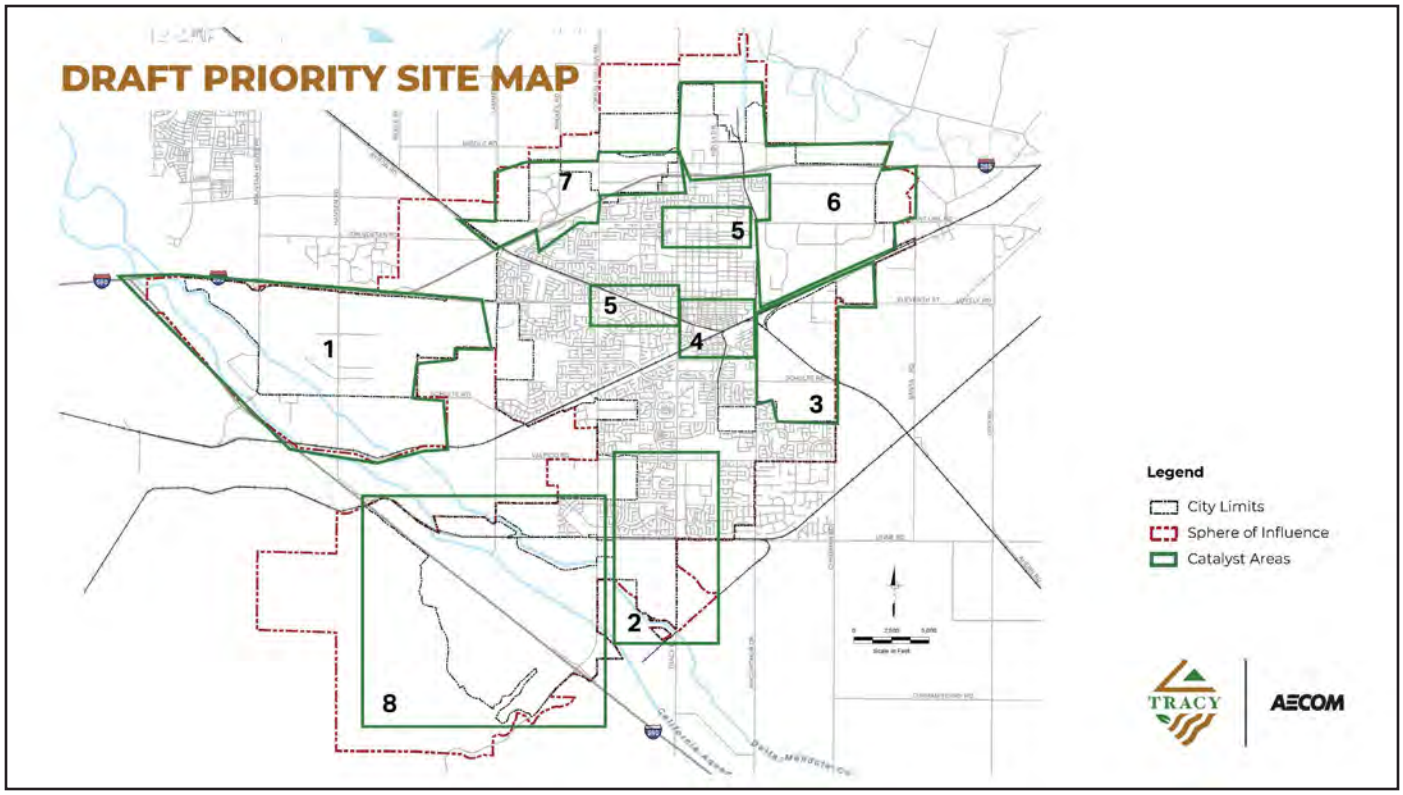
DRAFT PRIORITY SITE MAP
1
2
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4
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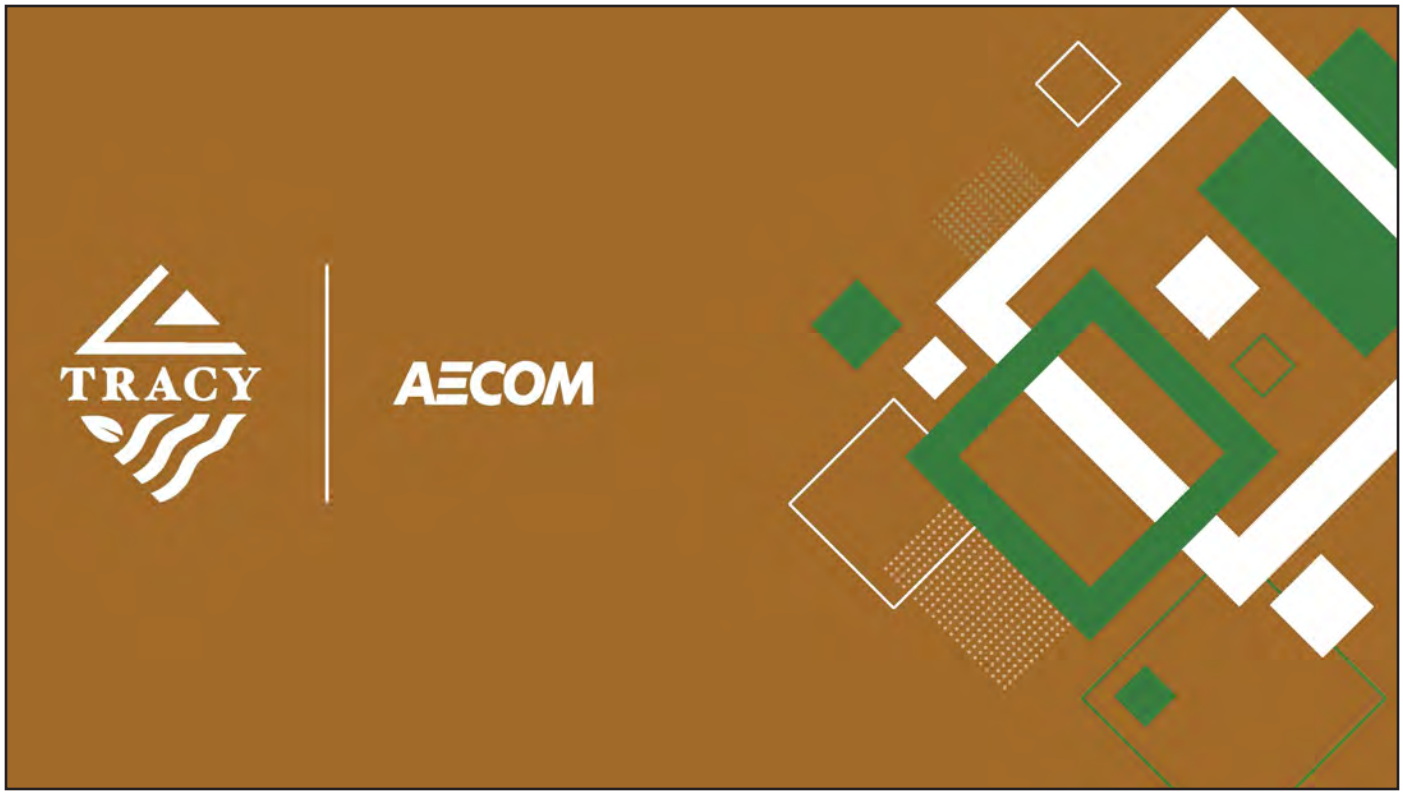
6
7
8
Legend
City Limits
Sphere of Influence
Catalyst Areas
TRACY
AECOM


TRACY
AECOM

Denny's

City of Tracy, California
333 Civic Center Plaza, Tracy, CA 95376
209-831-6000
cityoftracy.org

Think Inside the Triangle™

September 19, 2023

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving an additional one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME Program (HOME) Local Funding Priorities, up to the Fiscal Year 2024-2025.

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, with two separate extensions granted respectively in Fiscal Year 2022-2023 on November 16, 2021, and in Fiscal Year 2023-2024 on January 17, 2023, Council meetings. These Local Funding Priorities are not valid for the upcoming Fiscal Year 2024-2025 CDBG and HOME Program funding cycle which is scheduled to begin in December 2023.

Staff is requesting Council approval to allow for an additional one-year extension of the existing CDBG/ Home Program Local Funding Priorities up to Fiscal Year 2024-2025. An extension will allow the Economic Development Division to effectively engage and gather feedback from the community, which will support future Council discussions on CDBG/HOME Program Local Funding Priorities.

BACKGROUND AND LEGISLATIVE HISTORY

On November 3, 2010, the City Council directed staff to revise the CDBG and HOME application process to better address community needs and establish Local Funding Priorities. Following a series of stakeholder meetings, and the results of an independent survey, staff recommended, and the City Council approved by Resolution 2010-179 (Exhibit A) the following four Local Funding Priority areas:

(1) job creation,
(2) emergency food and shelter,
(3) domestic violence services, and
(4) senior/adult services.

To encourage meaningful community 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 provide funding allocation recommendations.

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, and
5 Youth Education and Enrichment Services.

CDBG Public Facilities/Improvements Category:
1 Public Parks and Facilities, and
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.

On November 16, 2021, the City Council approved to extend the previously approved Local Funding Priorities up to Fiscal Year 2022-2023, by Resolution 2021-167 (Exhibit C). On January 17, 2023, the City Council approved, by Resolution 2023-013 (Exhibit D), an additional extension up to Fiscal Year 2023-2024.

Due to department staffing transitions and capacity limitations, the required public outreach and community feedback that is extremely valuable in determining new Local Funding Priorities, will not be completed in time for the Fiscal Year 2024-2025 CDBG and HOME Program funding cycle. Staff is requesting the City Council extend the existing Local Funding Priorities for one additional grant cycle. An extension will provide staff the opportunity to engage the community in 2024 and present its findings to the City Council in advance of the Fiscal Year 2025-2026 CDBG and HOME Program funding cycle.

FISCAL IMPACT

There is no fiscal impact associated with the approval of this item.

CEQA DETERMINATION

Community Development Block Grant and HOME Investment Partnership programs are subject to California Environmental Quality Act (CEQA) compliance. This action is to authorize an extension for scoring of applications and not the award of funds. Appropriate CEQA findings will be made at the time of award.

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 an additional one-year extension of the 2016-2021 Community Development Block Grant (CDBG) and HOME Program (HOME) Local Funding Priorities, up to the Fiscal Year 2024-2025.

Prepared by: Joseph Viorge-Koide, Economic Development Administrative Technician

Reviewed by: Vanessa Carrera, Assistant to the City Manager
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Exhibit A – Council Resolution 2010-179
Exhibit B – Council Resolution 2016-243
Exhibit C – Council Resolution 2021-167
Exhibit D – Council Resolution 2023-013

EXHIBIT A

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

EXHIBIT B

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	$ 9,879
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	$ 11,591
Total	$305,749

HOME Allocation by Council, FY 16-17 per Resolution 2016-047

HOME Rehabilitation Program	$107,000

EXHIBIT C

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

Mary D. Young

MAYOR

ATTEST:

CITY CLERK

Exhibit D

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-013

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 2023-013 was adopted by the Tracy City Council on January 17, 2023, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

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

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, UP TO THE FISCAL YEAR 2024-2025

WHEREAS, on November 3, 2010, City Council directed staff to revise the CDBG and HOME application process to better address community needs and establish Local Funding Priorities; and

WHEREAS, following a series of stakeholder meetings, and the results of an independent survey, 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, to encourage meaningful community 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 provide funding allocation recommendations; 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, on November 16, 2021, the City Council approved to extend the previously approved Local Funding Priorities up to Fiscal Year 2022-2023, by Resolution 2021-167; and

WHEREAS, on January 17, 2023, City Council approved to extend the previously approved Local Funding Priorities up to Fiscal Year 2023-2024, by Resolution 2023-013; and

WHEREAS, due to department staffing transitions and capacity limitations, the required public outreach and community feedback that is extremely valuable in determining new local funding priorities will not be completed in time for the Fiscal Year 2024-2025 CDBG and HOME Program funding cycle; and

WHEREAS, staff is requesting the City Council extend the local priorities for one additional grant cycle; and

WHEREAS, an extension will provide staff the opportunity to engage the community in 2024 and present its findings to the City Council in advance of the Fiscal Year 2025-2026 CDBG and HOME Program funding cycle; 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, up to the Fiscal Year 2024-2025, and directs staff to use such priorities in the scoring of the Fiscal Year 2024-2025 CDBG and HOME Program applications; and be it further

RESOLVED: That this action is not a "project" under the California Environmental Quality Act (CEQA) as it is to authorize an extension for scoring of applications only. Appropriate CEQA findings will be made at the time of award of funds.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

September 19, 2023

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) awarding a construction contract to DSS Company dba Knife River Construction of Stockton, California, in the amount of $4,181,994 for the Pavement Rehabilitation Project FY 2020/21 (CIP 73178), (2) approving a project not-to-exceed budget of $ $4,829,293, (3) authorizing the City Manager to approve change orders up to the contingency amount of $418,199, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b), and (4) authorizing the transfer of $715,000 (General Fund) from CIP 73196 - Deferred Maintenance to complete the Project.

EXECUTIVE SUMMARY

This item is to consider the award of a construction contract with DSS Company dba Knife River Construction of Stockton, California for the Pavement Rehabilitation Project FY 2020/21 CIP 73178 (Project).

BACKGROUND AND LEGISLATIVE HISTORY

This Project is part of the City's annual street improvement program and consists of pavement rehabilitation of (1) Lowell Avenue between Orchard Parkway and N. Tracy Boulevard and (2) Lincoln Boulevard between Lowell Avenue and W. 11th Street. The project scope includes pavement rehabilitation, road dieting, upgrades to ADA accessible curb ramps, enhanced crosswalk installation, signal loop replacements, pedestrian push button installations, tree removal and replacement, Class II and Class III bike lane improvements, signage, and striping. The project seeks to implement complete streets along both these corridors by enhancing the bike accessibility and movement for the community along with safe access for all pedestrians and motorists.

Street Selections were based on life-cycle and cost-benefit analysis using the City's Pavement Management Program and coordinated with the City's Operations Division.

CSG Consultants, under a professional services agreement (Resolution No. 2021-025) prepared the plans, specifications, and estimate for the Project. The Project was advertised for competitive bids on June 9, 2023, and June 16, 2023.

Bids were received and publicly opened in City Hall Conference Room 203 and via teleconference at 2:00 p.m. on Tuesday, July 11, 2023, with the following results:

Contractor	**Base Bid**
DSS Company dba Knife River Construction, Stockton	$4,181,994.00
Dirt Dynasty, Inc., Farmington	$5,090,105.70
Tracy Grading and Paving, Inc., Tracy	$4,499,956.00

ANALYSIS

Staff's bid analysis indicated that DSS Company dba Knife River Construction is the lowest bidder.

On July 18, 2023, the City Clerk's office received the second lowest bidder Tracy Grading & Paving, Inc.'s official bid protest on DSS Company dba Knife River Construction's bid on the Project. An Administrative Hearing was scheduled for August 7, 2023, at 1:30 p.m., to hear the information presented in the bid protest. The Hearing was presided over by the City appointed Hearing Officer and was attended by Engineering Staff and representatives from both Tracy Grading & Paving, Inc., and DSS Company dba Knife River Construction. The hearing officer received feedback from all parties. The Hearing Officer then submitted a report on August 17, 2023 that rejected the bid protest and recommended that the staff can proceed to award the Project to the lowest bidder DSS Company dba Knife River Construction.

The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects for the City.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	$ 4,181,994
Construction Management (5%)	$209,100
Design Support During Construction	$20,000
Contingency @ 10%	$418,199
Total Project Cost	**$4,829,293**

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager, or his designee, to approve change orders up to the contingency amount approved by council. City staff recommends the contingency amount for this project to be $418,199, which is 10% of the construction cost.

FISCAL IMPACT

The total estimated project cost is $4,829,293 and will be funded by CIP 73178, the Pavement Rehabilitation Project FY 2020/21. CIP 73178 has a current available budget of $4,114,293. A transfer from CIP 73196, the Deferred Maintenance project, of $715,000 is needed to complete as follows:

	Fund	**Budget**	**Expenses**	**Balance**
Measure K	242	$590,000	$266,854	$323,146
Gas Tax	245	$585,000	$0	$585,000
SB1 RMRA - Gas Tax	248	$3,252,699	$46,552	$3,206,147
Current Balance		$4,427,699	$313,406	$4,114,293
			Transfer from CIP 73196	*$715,000*
Total Available Balance				$4,829,293

PUBLIC OUTREACH / INTEREST

Since the project involved road dieting which reduces the through lanes where it is deemed

acceptable and the addition of new bike lanes, staff created an informational pamphlet about the project and mailed it out to all residents, schools, and businesses within 300 feet of the project limits in December 2022. Staff also created a survey link for the residents to provide their feedback. The feedback was reviewed in collaboration with City traffic consultants to develop the optimum design plans for this project.

COORDINATION

The City's Engineering staff coordinated with Operations and Utilities Department, and Tracy Unified School District.

CEQA DETERMINATION

The Project is categorically exempt, per the following CEQA Guidelines Sections: § 15301. Existing Facilities Class I category, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goal:

Goal 1: Advance green and roadway infrastructure project that improve connectivity, including bike lanes.

ACTION REQUESTED OF THE CITY COUNCIL

That City Council, by resolution, (1) award a construction contract to DSS Company dba Knife River Construction of Stockton, California, in the amount of $4,181,994 for the Pavement Rehabilitation Project FY 2020/21 (CIP 73178), (2) approve a project not-to-exceed budget of $4,829,293, (3) authorize the City Manager to approve change orders up to the contingency amount of $418,199, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b), and (4) authorize the transfer of $715,000 (General Fund) from CIP 73196 - Deferred Maintenance to complete the Project.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer/Assistant Director of Development Services
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager

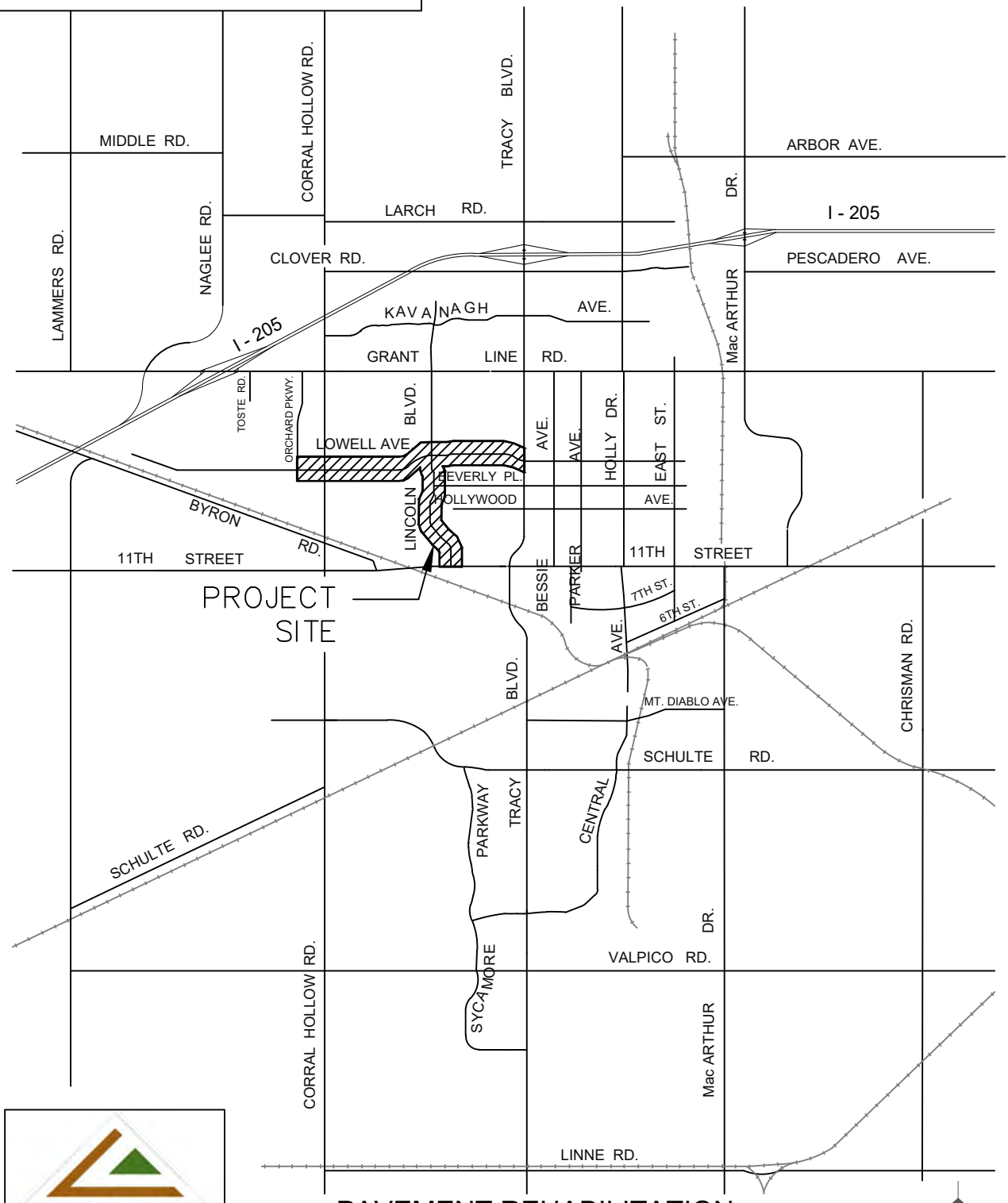
Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map

CITY OF TRACY

Attachment A



TRACY

PAVEMENT REHABILITATION PROJECT
CIP 73178
LOCATION MAP

NOT TO SCALE

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

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(1) AWARDING A CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION OF STOCKTON, CALIFORNIA, IN THE AMOUNT OF $4,181,994 FOR THE PAVEMENT REHABILITATION PROJECT FY 2020/21 (CIP 73178), (2) APPROVING A PROJECT NOT-TO-EXCEED BUDGET OF $4,829,293, (3) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $418,199, IF NEEDED, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(B), AND (4) AUTHORIZING THE TRANSFER OF $715,000 (GENERAL FUND) FROM CIP 73196 – DEFERRED MAINTENANCE TO COMPLETE THE PROJECT.

WHEREAS, this Project is part of the City's annual street improvement program and consists of pavement rehabilitation of (1) Lowell Avenue between Orchard Parkway and N. Tracy Boulevard and (2) Lincoln Boulevard between Lowell Avenue and W. 11th Street; and

WHEREAS, the project scope includes pavement rehabilitation, road dieting, upgrades to ADA accessible curb ramps, enhanced crosswalk installation, signal loop replacements, pedestrian push button installations, tree removal and replacement, Class II and Class III bike lane improvements, signage, and striping; and

WHEREAS, the project seeks to implement complete streets along both these corridors by enhancing the bike accessibility and movement for the community along with safe access for all pedestrians and motorists; and

WHEREAS, CSG Consultants, under a professional services agreement (Resolution No. 2021-025) prepared the plans, specifications and estimate for the Project, and the Project was advertised for competitive bids on June 9, 2023, and June 16, 2023; and

WHEREAS, the bids were received and publicly opened in City Hall Conference Room 203 and via Teleconference at 2:00 p.m. on Tuesday, July 11, 2023; and

WHEREAS, staff's bid analysis indicated that DSS Company dba Knife River Construction is the lowest bidder; and

WHEREAS, on July 18, 2023, the City Clerk's office received the second lowest bidder Tracy Grading & Paving, Inc.'s official bid protest on DSS Company dba Knife River Construction's bid on the Project; and

WHEREAS, an Administrative Hearing was scheduled for August 7, 2023, at 1:30 p.m., to hear the information presented in the bid protest and the Hearing was presided over by the

City appointed Hearing Officer and it was attended by Engineering Staff and representatives from both Tracy Grading & Paving, Inc., and DSS Company dba Knife River Construction; and

WHEREAS, the Hearing Officer received feedback from all parties; and

WHEREAS, the Hearing Officer then submitted a report on August 17, 2023 that rejected the bid protest, and recommended that the staff can proceed to award the Project to the lowest bidder DSS Company dba Knife River Construction; and

WHEREAS, the bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects for the City; and

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

WHEREAS, the City seeks to have a contingency amount for this project is $418,199; and

WHEREAS, the project will be funded by Capital Improvement Project (CIP) 73178 with SB1 Gas Tax, Measure K, General Fund and Gas Tax funds; now therefore, be it

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy, by resolution, award a construction contract to DSS Company dba Knife River Construction of Stockton, California, in the amount of $4,181,994 for the Pavement Rehabilitation Project FY 2020/21 (CIP 73178) in the form approved by the City Attorney; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy approves a project not-to-exceed budget of $4,829,293; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy, by this resolution, authorizes the transfer of $715,000 (General Fund) from CIP 73196 – Deferred Maintenance; and be it

FURTHER RESOLVED: That the City Manager, or his designee, is authorized to approve change orders up to the contingency amount of $418,199, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th of September 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

September 19, 2023

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) authorizing amendments to the City's Classification and Compensation Plans and Master Salary Schedule to add the classifications of Cyber Security Officer and Construction Project Manager; 2) reallocating one vacant Senior Engineer in the Development Services Department to one Construction Project Manager in the Development Services Department; and 3) authorizing amendments to existing classifications to reflect modifications to job duties and clean up language and increase the bi-weekly salary range for the Environmental Compliance Analyst from $ 3,246.98 - $3,946.72 to $3,733.94 - $4,538.63.

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans and Master Salary Schedule contain the job descriptions and classifications of all City personnel, as well as salary ranges. This report recommends authorizing 1) amendments to these plans and schedule to establish new classifications of Cyber Security Officer and Construction Project Manager; 2) reallocation of a current Senior Engineer in the Development Services Department to a Construction Project Manager; and 3) amendments to the existing classifications of Environmental Compliance Analyst and Information Technology Manager.

BACKGROUND AND LEGISLATIVE HISTORY

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Due to department reviews for organizational needs, the classifications of Cyber Security Officer and Construction Project Manager were created.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council approve the rate of pay for classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel.

ANALYSIS

The FY 22/23 budget reflected changes to the organization structure resulting in the creation of the Innovation and Technology Department and Operations and Utilities Department. As a result, changes to classification titles and department assignments are necessary to reflect the updated organizational structure. Additionally, there have been operational changes within the Engineering Division of the Development Services Department requiring the establishment of a new job description.

ESTABLISH NEW CLASSIFICATIONS

Cyber Security Officer

Municipalities across the state have fallen victim to cyber-attacks by internet hackers who gain access to and take control of City information systems and hold the information for ransom, often costing cities millions of dollars. In order to proactively mitigate the on-going threat of cyber-attacks on City information systems, and support citywide computer and internet security needs, the Innovation and Technology department was approved for an allocation in the current FY 23-24 budget, to focus on cyber security. The Human Resources Department conducted a classification review and recommends approval of the new Cyber Security Officer classification. The Cyber Security Officer will be responsible for performing a wide variety of complex assignments including conducting risk assessments, evaluating, identifying, and correcting security vulnerabilities and developing and implementing citywide security protocols to ensure City compliance with regulatory and security standards adopted by the City.

Staff recommends the monthly salary range for the Cyber Security Officer at $4,654.93 - $5,658.10 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Construction Project Manager

The Engineering Division of the Development Services Department is comprised of three sections: Capital Improvement Projects, Land Development and Construction Management. The Construction Management section is responsible for the project management and construction inspections on public projects within the City. The Construction Management section was previously overseen by a Senior Engineer, until the incumbent's recent retirement earlier this year. At that time, the department requested a review of the position to determine the appropriate classification for the allocation. The Human Resources Department conducted a classification review and recommends approval of the new Construction Project Manager classification. The Construction Project Manager will be responsible for planning, organizing, reviewing, and evaluating the daily operations of the Construction Management section.

Staff recommends the monthly salary range for the Construction Project Manager at $4,400.41 - $5,348.71 bi-weekly. Due to a lack of sufficient number of comparables from our survey agencies, the salary range recommendation was determined with consideration of internal equities of similar classifications. In concert with our Compensation Philosophy, the position has been placed at 10% above the next subordinate level.

CLASSIFICATION REVISIONS

Environmental Compliance Analyst

The updated Environmental Compliance Analyst job description reflects additional duties and responsibilities related to environmental compliance, pretreatment for wastewater operations, storm water management and control, in addition to supervision of technical and administrative staff.

Due to the expanded scope of work and addition of supervisory responsibility, staff recommends

increasing the salary from $3,246.98 - $3,946.72 to $3,733.94 - $4,538.63 bi-weekly, which aligns internally with similar classifications. Additionally, Human Resources conducted a Fair Labor Standards Act (FLSA) exemptions test and Human Resources recommends the Environmental Compliance Analyst designation as FLSA exempt.

Information Technology Manager

The updated Information Technology Manager job description includes minor changes to reflect the creation of the Innovation and Technology department. There are no salary changes as a result of the classification update.

Staff provided each bargaining units with the proposed job description amendments and associated salary changes and the bargaining units agreed with the recommendation.

The Master Salary Schedule effective September 19, 2023 (Attachment A) reflects the salary range for each new and revised classification contained in this report.

FISCAL IMPACT

This action amends the City's Classification and Compensation plan by establishing two new specifications and revising the class specifications for the positions contained in this report and amends the Position Control Roster to reallocate one vacant Senior Engineer in the Development Services Department to a Construction Project Manager. The remaining classification was previously approved in the adopted FY2023-24 operating budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) authorizing amendments to the City's Classification and Compensation Plans and Master Salary Schedule to add the classifications of Cyber Security Officer and Construction Project Manager; 2) reallocating one vacant Senior Engineer in the Development Services Department to one Construction Project Manager in the Development Services Department; and 3) authorizing amendments to existing classifications to reflect modifications to job duties and clean up language and increase the bi-weekly salary range for the Environmental Compliance Analyst from $ 3,246.98 - $3,946.72 to $3,733.94 - $4,538.63.

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

A – DRAFT Master Salary Schedule Effective 09/19/2023
B – DRAFT Cyber Security Officer Job Description
C – DRAFT Construction Project Manager Job Description
D – Environmental Compliance Analyst Job Description
E – Information Technology Manager Job Description

ATTACHMENT A

DRAFT Effective 09/19/2023

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU	A	2,861.74	6,200.44	74,405.24	35.7718
		NON EXEMPT	B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2681	Assistant Director DES/City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100
5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		9,882.28	21,411.61	256,939.37	123.5285

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	City Clerk*	TMMBU	A	4,840.47	10487.685	125,852.22	60.5059
			B	5,082.50	11012.083	132,145.00	63.5313
			C	5,336.62	11562.677	138,752.12	66.7078
			D	5,603.44	12140.787	145,689.44	70.0430
			E	5,883.61	12747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
3347	Construction Project Manager*	TMMBU	A	4,400.41	9,534.22	114,410.66	55.0051
			B	4,620.42	10,010.91	120,130.92	57.7553
			C	4,851.44	10,511.45	126,137.44	60.6430
			D	5,094.00	11,037.00	132,444.00	63.6750
			E	5,348.71	11,588.86	139,066.46	66.8589

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578
3622	Crime Scene Property Unit Supervisor	TMMBU	A	3,077.29	6,667.46	80,009.54	38.4661
		Non-Exempt	B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
3113	Cyber Security Officer*	TMMBU	A	4,654.93	10,085.68	121,028.18	58.1866
			B	4,887.68	10,589.97	127,079.68	61.0960
			C	5,132.06	11,119.46	133,433.56	64.1508
			D	5,388.67	11,675.45	140,105.42	67.3584
			E	5,658.10	12,259.22	147,110.60	70.7263

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1515	Director of Development Services *	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Operations and Utilities*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks and Recreation*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,202.75	6,939.29	83,271.50	40.0344
			B	3,362.87	7,286.22	87,434.62	42.0359
			C	3,531.01	7,650.52	91,806.26	44.1376
			D	3,707.57	8,033.07	96,396.82	46.3446
			E	3,892.94	8,434.70	101,216.44	48.6618
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220
			B	1,732.24	3,753.19	45,038.24	21.6530
			C	1,818.85	3,940.84	47,290.10	22.7356
			D	1,909.78	4,137.86	49,654.28	23.8723
			E	2,005.28	4,344.77	52,137.28	25.0660
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558
			B	1,928.27	4,177.92	50,135.02	24.1034
			C	2,024.70	4,386.85	52,642.20	25.3088
			D	2,125.94	4,606.20	55,274.44	26.5743
			E	2,232.24	4,836.52	58,038.24	27.9030
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758
			B	4,743.96	10,278.58	123,342.96	59.2995
			C	4,981.15	10,792.49	129,509.90	62.2644
			D	5,230.22	11,332.14	135,985.72	65.3778
			E	5,491.75	11,898.79	142,785.50	68.6469
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of $50.00 per meeting					

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,293.51	13,635.94	163,631.26	78.6689
			B	6,608.20	14,317.77	171,813.20	82.6025
			C	6,938.59	15,033.61	180,403.34	86.7324
			D	7,285.52	15,785.29	189,423.52	91.0690
			E	7,649.84	16,574.65	198,895.84	95.6230
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	4,000.03	8,666.73	104,000.78	50.0004
			B	4,200.04	9,100.09	109,201.04	52.5005
			C	4,410.04	9,555.09	114,661.04	55.1255
			D	4,630.56	10,032.88	120,394.56	57.8820
			E	4,862.09	10,534.53	126,414.34	60.7761
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000
6211	Police Lieutenant*	TPMA	A	5,446.86	11,801.57	141,618.88	68.0860
			B	5,719.22	12,391.64	148,699.72	71.4903
			C	6,005.19	13,011.25	156,134.94	75.0649
			D	6,305.45	13,661.81	163,941.70	78.8181
			E	6,620.72	14,344.89	172,138.72	82.7590
6102	Police Officer	TPOA	A	3,636.39	7,878.85	94,546.14	45.4549
			B	3,818.21	8,272.79	99,273.46	47.7276
			C	4,009.12	8,686.43	104,237.12	50.1140
			D	4,209.60	9,120.80	109,449.60	52.6200
			E	4,420.08	9,576.84	114,922.08	55.2510
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				40.5500
6105	Police Sergeant	TPOA	A	4,494.22	9,737.48	116,849.72	56.1778
			B	4,718.96	10,224.41	122,692.96	58.9870
			C	4,954.92	10,735.66	128,827.92	61.9365
			D	5,202.66	11,272.43	135,269.16	65.0333
			E	5,462.78	11,836.02	142,032.28	68.2848
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6101	Police Trainee (Non-Sworn)	TPOA	A	3,161.98	6,850.96	82,211.48	39.5248
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500
9110	Program Assistant	LS	Min				15.5000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.5000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min				15.5000
			Max				53.2100
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650
4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner	Stipend of $50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

ATTACHMENT B

September 2023
FLSA: Exempt
Class Code: XXXX
Bargaining Unit: TMMBU

CYBER SECURITY OFFICER

DEFINITION

Under general direction, performs a variety of professional level duties including the design, implementation, maintenance, evaluation, and daily management of security systems and solutions; and performs duties related to threat detection and prevention, education, risk assessment, compliance, business recovery, incident response; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. May exercise direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a professional classification responsible for independently performing a wide variety of complex assignments, projects, and analyses in support of City information security. Incumbents conduct risk assessments, evaluate security vulnerablitiles, and provide training and assistance to City staff to correct identified security vulnerabilities and implement security protocols to ensure City compliance with regulatory, security and privacy standards adopted by the City. Positions at this level exercise independent judgement and initiative in their assigned tasks, receive only occasional instruction or assistance as new and unusual situations arise. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff contact.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Conducts risk assessments to identify vulnerabilities and develops appropriate methods for avoiding or mitigating potential risk;
- Coordinates the implementation of periodic, comprehensive system security audits.
- Recommends measures to protect critical information and infrastructure.
- Implements, monitors, maintains and troubleshoots various security systems that protect the City's networks, systems, applications and critical infrastructure.
- Develops, implements, monitors and enforces all information security programs, protocols, policies and procedures; advises management on information security issues and recommends process for remediation.
- Leads and coordinates with other Information Technology managers and staff to intergrate advanced protection methodologies with the City's systems and network, hardware and software infrastructure; ensures security patches and configuration changes are effected in a timely manner.

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- Participates as a member of the senior management team in governance processes of the organization's security strategies.
- Create and Facilitate cyber security training and security awareness programs for all City staff.
- Provides annual recommendations on budgets and funding needs for the maintenance of and enhancement of cyber security programs.
- Selects and acquires additional security solutions or enhancements to existing security solutions to improve overall City security.
- Coordinate with Emergency Operations to create and maintain the City's Business Continuity Plan and Disasater Recovery Plan, where appropriate.
- Stays abreast of new evolving security threats and trends; regulary review security alerts and reports from Federal, State and commercial security sources.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- NIST 800-series cyber security standards, CIS Top-20 Critical Security Controls, and Criminal Justice Information Security (CJIS) requirements.
- Principles of computer and network operating systems, enterprise infrastructure, system and network security, and peripheral components.
- Principles and practices of securing cloud-hosted systems and applications.
- Principles and practices of zero trust philosophy, microsegmentation and least privileged access.
- Current hacker techniques, exploits, active defense detection and prevention measures, penetration testing tools, tactics, techniques and procedures.
- Unified threat management (UTM) firewalls and associated components including, URL/Content filtering, file scanning and blocking, and data leakage prevention
- Endpoint detection and response (EDR) platform deployment, monitoring and management;
- Business continuity planning, documentation and testing best practices.
- Computer and network forensic tools, techniques and analysis including root cause and comprehensive cause and effect analysis of cyber attacks and breaches.
- Principles, practices, procedures, and techniques involved in installation, configuration, operation, monitoring, and maintenance of server infrastructure and network environments.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and procedures of record keeping.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Effectively manage ongoing security vulnerability scanning.
- Identify and remediate security vulnerabilities in computer and network equipment
- Develop and implement security policies
- Implement network, data center and user security best practices.

- Develop and implement strategic security roadmaps and project plans using best practices.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Plan, organize, and coordinate the work of assigned staff.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Maintain the confidentiality of City-wide information assets.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in Computer Science, Information Technology, Business Administration or a related field and four (4) years of increasingly responsible experience managing various information technology, business and telecommunication security systems. Experience in implementing security systems in a public sector environment is highly desirable.

Licenses and Certifications:

- Cisco Certified Network Professional (CCNP) – Security or Cisco Certified Internetwork Expert (CCIE) Security certifications are highly desirable.
- Cybersecurity certifications such as, but not limited to CISSP, GSEC, Security+ and CISM are also highly desirable.
- Candidate must pass POST level background investigation for clearance to work on Police Department Systems.
- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

ATTACHMENT C

September 2023
FLSA: Exempt
CLASS CODE: XXXX
BARGAINING UNIT: TMMBU

CONSTRUCTION PROJECT MANAGER

DEFINITION

Under general direction, plans, organizes, directs, coordinates, and reviews the work of field staff performing construction inspection and contract administration duties related to city-wide construction, capital improvement and land development projects; administers and monitors public construction development projects; assists in overall project administration and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct or general supervision over professional, technical, and administrative support staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day to day operations of the engineering construction management Division. Responsibilities include directing the work activities of city-wide construction, Capital Improvement and Land Development projects. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages and oversees the daily functions, operations and activities of the Construction Management Division; trains staff in work procedures; evaluates employee performance; counsels employees and effectively recommends initial disciplinary action; assists in selection and promotion.
- Monitors activities of the work unit; recommends improvements and modifications and prepares various reports on activities and projects.
- Determines and recommends staffing needs for assigned activities and projects; participates in the annual budget preparation and monitors assigned budget; prepares detailed cost estimates with appropriate justifications, as required; maintains a variety of records and prepares routine reports of work performance.
- Perform inspection and contract administration on complex municipal capital improvement and land development projects; oversee and insure compliance with Federal, State and other grant requirements associated with construction projects.
- Review plans and specifications for conformance to engineering and established City and State standard specicifications.
- Serves as a liaison for an assigned functional area with other City departments, divisions, and outside agencies; attends meetings, as necessary; participates on a variety of boards, commissions, committees, and task forces; attends and participates in professional groups and committees; stays abreast of new trends and innovations.

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- Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.
- Responds to and resolves various issues with residents, other department representatives, and outside agencies in a professional manner; identifies and reports findings and takes necessary corrective action.
- Develops and reviews staff reports related to engineering activities and services; may present information to the City Council and various commissions, committees and boards; performs a variety of public relations and outreach work related to assigned activities.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and practices of managing large complex engineering projects in compliance with timeline and budget constratints
- Principles and practices of budget development and administration.
- Civil engineering principles, concepts, and practices associated with public works programs and private development projects.
- City Standard Specifications, State Standard Specifications, and applicable State and local laws.
- Methods, materials and techniques used in the construction of public works projects.
- Contract management practices in a public agency setting.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contracts and agreements, contract negotiations, and grants administration.
- Pertinent local, State and Federal rules, regulations, and laws.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Read and interpret construction plans and specifications and determine conformance with established policies, regulations, and applicable laws:
- Perform difficult technical compuations and make estimates of materials and costs;
- Detect substandard design, materials and workmanship in construction projects;
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Analyze and evaluate complex financial, budgeting and administrative problems, and develop, recommend, and implement effective solutions.
- Direct the formulation, implementation and interpretation of administrative, budget, personnel, policies and procedures.

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- Develop short-term and long-range plans to anticipate service needs for the City.
- Prepare and present comprehensive technical reports.
- Prepare budgets, monitor expenditures and revenues, and identify and effectively utilize available resources.
- Coordinate departmental services with City departments and public and private organizations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Ensure conformance with applicable laws and regulations governing the business of the Department, make difficult decisions and award contracts impartially and objectively.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in Civil Engineering, Construction Management, Public Administration, or related field and four (4) years of increasingly responsible experience in construction inspection or project management, including two (2) years in a supervisory capacity. *Construction Management or Project Management experience in a municipal agency is highly desirable.*

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees predominately work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in

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the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous chemical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

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ATTACHMENT D

September 2023
FLSA: Exempt
CLASS CODE: 3412
BARGAINING UNIT: TMMBU

ENVIRONMENTAL COMPLIANCE ANALYST

DEFINITION

Under general direction, manages, supervises, and coordinates the activities and operations related to Environmental Compliance programs, including pretreatment for wastewater operations, and stormwater management and control; sets priorities and directs the work of assigned staff on a project or day-to-day basis; coordinates related activities with internal and external customers; enforces regulatory standards and ordinances;; develops and presents public outreach materials; prepares technical and regulatory compliance reports; provides program administration support to the division; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises supervision over technical or administrative support staff.

CLASS CHARACTERISTICS

This is a professional class that performs the full range of duties related to inspection, investigation, and enforcement activities required to ensure compliance with Federal, State, and local environmental laws as it pertains to wastewater pretreatment and stormwater management and control. Responsibilities include developing and implementing policies and procedures for assigned programs. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff, public, and organizational contact. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, administers, and monitors programs, projects, studies, and activities related to sampling, testing, analysis, permitting, reporting, and regulatory compliance for stormwater, wastewater, and industrial waste, including monitoring program operation for compliance with federal, state, and local laws, regulations, and ordinances; communicates status of projects, studies, and programs to appropriate staff, working cooperatively to schedule in accordance with established priorities.
- Assumes professional responsibility for assigned services and activities related to the environmental compliance programs. Oversees Citywide surveillance for pollution; inspects storm water drainage systems for illegal solids disposal methods including Sanitary Sewer Overflows (SSO); oversees investigations and complaints from the public; verifies collections samples from wells and ponds.
- Plans, organizes, assigns, trains, reviews, and evaluates the activities of technical and administrative support staff; conducts performance evaluations; implements discipline procedures as required; maintains discipline and high standards necessary for the efficient and professional operation of the assignment.
- Trains employees in work principles, practices, methods, policies, procedures, and applicable federal, state, and local laws, rules, and regulations; trains employees in work methods, use of tools and equipment, and relevant safety precautions.

- Evaluates and interprets technical reports, documents, manifests, applications, and permits related to environmental and water supply regulations and compliance with federal, state, and local regulations.
- Coordinates the investigation of complaints and violations of assigned division programs; develops corrective recommendations for identified problems; informs and recommends action to effect compliance.
- Reviews planning, development review, and construction documents and plans, and projects to identify compliance with storm water management practices (structural and non-structural), and water quality protection; conducts inspections of public and private active construction sites pursuant to permit requirements and County ordinances; gathers field data for projects to prioritize and track compliance and program effectiveness.
- Maintains and updates various database, filing, and recordkeeping systems for assigned program; participates in researching and collecting data and information for inclusion into database and recordkeeping systems; conducts surveys; analyzes and interprets data collected.
- Develops and designs operational procedures for assigned programs that meet all requirements of various regulatory agencies having jurisdiction.
- Prepares a variety of administrative and technical reports, as well business correspondence and presentations; presents reports to internal and external stakeholders; conducts outreach presentations to community and advocacy groups.
- Prepares consultant requests for proposal for services, and the advertising and instructions for the bid processes, including responding to questions; evaluates proposals and recommends project award; prepares submittal packages for legal review; administers the contract, which includes coordinating and reviewing the work of outside consultants and contractors.
- Participates in the annual budget process by providing recommendations on funding needs for the maintenance of and enhancement of environmental compliance programs; research, prepares and administers grants; purchases materials and supplies.
- Provides responsible staff assistance, training, education, and technical and administrative support to management staff, advisory groups, and committees; conducts and represents the City at various meetings; and makes presentations to public interest groups, City personnel, and others as directed.
- Keeps current with federal, state, and local regulations and their impacts to assigned programs.
- Provides program administration support to the division, such as conducting special projects, staff, and billing reports, and compiling and interpreting usage data and other statistics.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and professional practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Permitting, legal, regulatory, and technical requirements of assigned environmental compliance programs.
- Modern principles and practices of chemistry, biology, microbiology, or environmental protection applicable to environmental compliance and water quality.
- Principles and practices of employee supervision, including planning and assigning work, performance review and evaluation, discipline, and the training of staff in work procedures.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned programs including but not limited to the Code of Federal Regulations, the Clean Water Act, the NPDES permit, and the Sacramento San Joaquin Rivers Basin Plan.
- Inspection, investigation, and/or code enforcement principles and practices.
- Proper use of monitoring, sampling, and basic testing equipment.
- Principles and practices of complex recordkeeping and documentation.
- Technical report writing practices and procedures.
- Complex arithmetic and statistical techniques.
- Principles and practices of program development, implementation, review, and evaluation.

- Basic principles and practices of program administration, including budgeting, purchasing, and personnel management.
- Occupational hazards and standard safety procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Plan, supervise, coordinate review, and evaluate environmental compliance programs.
- Oversee and participate in the management of comprehensive projects, studies, and programs.
- Recommend and implement goals, objectives, policies, and procedures for providing environmental compliance program services and activities.
- Conduct accurate and thorough research, and prepare clear, complete, accurate, and concise technical analysis, reports, and recommendations.
- Apply procedures and techniques involved in the investigation, documentation, and enforcement of codes and regulations.
- Assemble data, prepare reports and notices, and maintain records of testing and findings.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with a major in physical or biological sciences, environmental studies, business/public administration, or a related field and four (4) years of increasingly responsible experience related to stormwater management, NPDES permit compliance, or other environmental compliance programs related to wastewater. Industrial waste experience and experience with public outreach materials/presentations are highly desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.

- Possession and maintenance of a CWEA Grade I Environmental Compliance Inspection certification is required.
- Possession and maintenance of a CWEA Grade II Environmental Compliance Inspection certification is required within twelve (12) months of employment.
- Possession of a Qualified SWPPP Developer/Practitioner (QSD) is highly desirable.
- Possession of stormwater certification from EnviroCert International or other creditable stormwater certification associations is highly desirable.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

ATTACHMENT E

September 2023
FLSA: Exempt
CLASS CODE: 2553
BARGAINING UNIT: CEU

INFORMATION TECHNOLOGY MANAGER

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing professional, technical, and administrative support related to all programs and activities of the Innovation and Technology Department; administers short and long-range planning activities; manages the effective use of department resources to improve organizational productivity and customer service; provides complex and responsible support to the Chief Innovation Officer in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day-to-day operations of the City's Innovation and Technology Department. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and oversees the daily functions, operations, and activities of the Innovation and Technology Department, including the installation, maintenance, and upgrade of the local area network, required hardware and software, infrastructure, personal computers, geographic information systems (GIS), and communications systems such as computer aided dispatch (CAD).
- Participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within department policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of department budgets.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director of Innovation and Technology.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends discipline to the Chief Innovation Officer.
- Manages and participates in the administration and maintenance of the City's information technology infrastructure; evaluates, selects, and recommends City-wide computer purchases; develops long-term

information systems strategies to plan for and control network upgrades and growth; evaluates and recommends new technologies; and encourages innovation among technical staff in the utilization and implementation of ideas and techniques.

- Assists the Director with special projects as assigned; participates in deliberations to address City operational issues as they relate to information technology, and in the development of management recommendations for consideration by the Chief Innovation Officer, City Manager, and City Council.
- Ensures the security integrity of the information services infrastructure; analyzes business operations and system security needs.
- Negotiates and administers contracts with private vendors to provide City services.
- Resolves computer system related problems as they occur; provides direction and technical supervision to internal staff and external consultants whose work involves network systems related tasks and work methods.
- Identifies and proposes network services projects appropriate for contract delivery; negotiates service contracts and computer hardware pricing with vendors; oversees contract preparation and completion of work.
- Provides staff assistance to the Director; prepares and presents staff reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, and boards.
- Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Implements adopted information technology strategic plans, policies, and standards.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in information technology; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Information technology systems, database management, policies and procedures, including computer networks, personal computers, telecommunications, copiers, and other electronic office automation systems.
- Hardware and software characteristics of various computer systems and a general understanding of system features and their integration capabilities.
- Systems design and development process, including requirements analysis, feasibility studies, software design, programming, beta testing, installation, evaluation, and operational management.
- Hardware and software security controls and risk management including access control; business continuity and disaster recovery planning; cryptography; legal regulations, investigations and compliance; some physical (environmental) security; security architecture and design, telecommunications, and network security.
- Principles and practices of budget development and administration.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to municipal information technology operations.
- Principles and practices of contract administration and evaluation.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Record keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Provide administrative, management, and professional leadership for the department.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Organize, manage, implement, and maintain efficient and effective automated systems to ensure the reliability and integrity of the computer infrastructure.
- Manage and monitor complex projects, on-time, and within budget.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in computer science, information systems management, or a related field and five (5) years of experience in the development and administration of computer systems, telecommunication systems, and local area networks, including two (2) years of supervisory experience.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) AUTHORIZING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE TO ADD THE CLASSIFICATIONS OF CYBER SECURITY OFFICER AND CONSTRUCTION PROJECT MANAGER, 2) REALLOCATING ONE VACANT SENIOR ENGINEER IN THE DEVELOPMENT SERVICES DEPARTMENT TO ONE CONSTRUCTION PROJECT MANAGER IN THE DEVELOPMENT SERVICES DEPARTMENT; AND 3) AUTHORIZING AMENDMENTS TO EXISTING CLASSIFICATIONS TO REFLECT MODIFICATIONS TO JOB DUTIES AND CLEAN UP LANGUAGE AND INCREASE THE BI-WEEKLY SALARY RANGE FOR THE ENVIRONMENTAL COMPLIANCE ANALYST FROM $3,246.98 - $3,946.72 TO $3,733.94 - $4,538.63

WHEREAS, the City has established Classification and Compensation Plans and Master Salary Schedule detailing all job classifications and salary ranges; and

WHEREAS, periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications in order to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, to proactively mitigate the on-going threat of cyber-attacks on City information systems, and support citywide computer and internet security needs, staff recommends the creation of the Cyber Security Officer classification; and

WHEREAS, to support the needs of the Construction Management section of the Development Services Department, staff recommends the creation of the Construction Project Manager classification; and reallocation of an existing Senior Engineer to Construction Project Manager; and

WHEREAS, to reflect supervision of technical and administrative staff, additional environmental compliance and storm water management responsibilities, staff recommends amending the duties of the Environmental Compliance Analyst classification, amending the FLSA designation to exempt and increasing the salary which increase is reflected in the Proposed Master Salary Schedule, shown in Attachment A (Proposed Master Salary Schedule); and

WHEREAS, staff recommends minor changes to the Information Technology Manager classification to reflect the creation of the Innovation and Technology Department; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to

approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law also requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel; and

WHEREAS, the City's Position Control Roster reflects the funded positions approved in the FY 2022-23 budget and may be amended by a resolution of the City Council; now therefore be it

RESOLVED: That 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 authorizes amendments to the City's Classification and Compensation Plans and Master Salary Schedule, as set forth in the Proposed Master Salary Scheduled shown in Attachment A; and be it further

RESOLVED: That the City Council authorizes amendments to the existing classifications reflected in the Proposed Master Salary Schedule, to reflect modifications to job duties; and be it further

RESOLVED: That the City Council hereby authorizes the reallocation of a current Senior Engineer in the Development Services Department to a Construction Project Manager; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective September 19, 2023.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

ATTACHMENT A

DRAFT Effective 09/19/2023

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU	A	2,861.74	6,200.44	74,405.24	35.7718
		NON EXEMPT	B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2681	Assistant Director DES/City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100
5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		9,882.28	21,411.61	256,939.37	123.5285

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	City Clerk*	TMMBU	A	4,840.47	10487.685	125,852.22	60.5059
			B	5,082.50	11012.083	132,145.00	63.5313
			C	5,336.62	11562.677	138,752.12	66.7078
			D	5,603.44	12140.787	145,689.44	70.0430
			E	5,883.61	12747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
3347	Construction Project Manager*	TMMBU	A	4,400.41	9,534.22	114,410.66	55.0051
			B	4,620.42	10,010.91	120,130.92	57.7553
			C	4,851.44	10,511.45	126,137.44	60.6430
			D	5,094.00	11,037.00	132,444.00	63.6750
			E	5,348.71	11,588.86	139,066.46	66.8589

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578
3622	Crime Scene Property Unit Supervisor	TMMBU	A	3,077.29	6,667.46	80,009.54	38.4661
		Non-Exempt	B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
3113	Cyber Security Officer*	TMMBU	A	4,654.93	10,085.68	121,028.18	58.1866
			B	4,887.68	10,589.97	127,079.68	61.0960
			C	5,132.06	11,119.46	133,433.56	64.1508
			D	5,388.67	11,675.45	140,105.42	67.3584
			E	5,658.10	12,259.22	147,110.60	70.7263

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1515	Director of Development Services *	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Operations and Utilities*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks and Recreation*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,202.75	6,939.29	83,271.50	40.0344
			B	3,362.87	7,286.22	87,434.62	42.0359
			C	3,531.01	7,650.52	91,806.26	44.1376
			D	3,707.57	8,033.07	96,396.82	46.3446
			E	3,892.94	8,434.70	101,216.44	48.6618
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220
			B	1,732.24	3,753.19	45,038.24	21.6530
			C	1,818.85	3,940.84	47,290.10	22.7356
			D	1,909.78	4,137.86	49,654.28	23.8723
			E	2,005.28	4,344.77	52,137.28	25.0660
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558
			B	1,928.27	4,177.92	50,135.02	24.1034
			C	2,024.70	4,386.85	52,642.20	25.3088
			D	2,125.94	4,606.20	55,274.44	26.5743
			E	2,232.24	4,836.52	58,038.24	27.9030
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758
			B	4,743.96	10,278.58	123,342.96	59.2995
			C	4,981.15	10,792.49	129,509.90	62.2644
			D	5,230.22	11,332.14	135,985.72	65.3778
			E	5,491.75	11,898.79	142,785.50	68.6469
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of $50.00 per meeting					

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,293.51	13,635.94	163,631.26	78.6689
			B	6,608.20	14,317.77	171,813.20	82.6025
			C	6,938.59	15,033.61	180,403.34	86.7324
			D	7,285.52	15,785.29	189,423.52	91.0690
			E	7,649.84	16,574.65	198,895.84	95.6230
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	4,000.03	8,666.73	104,000.78	50.0004
			B	4,200.04	9,100.09	109,201.04	52.5005
			C	4,410.04	9,555.09	114,661.04	55.1255
			D	4,630.56	10,032.88	120,394.56	57.8820
			E	4,862.09	10,534.53	126,414.34	60.7761
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000
6211	Police Lieutenant*	TPMA	A	5,446.86	11,801.57	141,618.88	68.0860
			B	5,719.22	12,391.64	148,699.72	71.4903
			C	6,005.19	13,011.25	156,134.94	75.0649
			D	6,305.45	13,661.81	163,941.70	78.8181
			E	6,620.72	14,344.89	172,138.72	82.7590
6102	Police Officer	TPOA	A	3,636.39	7,878.85	94,546.14	45.4549
			B	3,818.21	8,272.79	99,273.46	47.7276
			C	4,009.12	8,686.43	104,237.12	50.1140
			D	4,209.60	9,120.80	109,449.60	52.6200
			E	4,420.08	9,576.84	114,922.08	55.2510
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				40.5500
6105	Police Sergeant	TPOA	A	4,494.22	9,737.48	116,849.72	56.1778
			B	4,718.96	10,224.41	122,692.96	58.9870
			C	4,954.92	10,735.66	128,827.92	61.9365
			D	5,202.66	11,272.43	135,269.16	65.0333
			E	5,462.78	11,836.02	142,032.28	68.2848
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6101	Police Trainee (Non-Sworn)	TPOA	A	3,161.98	6,850.96	82,211.48	39.5248
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500
9110	Program Assistant	LS	Min				15.5000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.5000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900

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City of Tracy
Master Salary Schedule

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5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min				15.5000
			Max				53.2100
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650
4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181

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Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner	Stipend of $50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711

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5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

September 19, 2023

Agenda Item 1.H

RECOMMENDATION

Utilities Division staff recommends that City Council adopt a resolution 1) approving a Master Professional Services Agreement with Jacobs Engineering Group, Inc., for an initial term of one (1) year, and an annual not to exceed project budget of $300,000 (total not to exceed amount of $900,000); 2) authorize the Mayor to sign the agreement; and 3) authorize the City Manager to administratively extend the length of the contract annually, for an additional two years, to provide on-call engineering support services related to the wastewater treatment plant.

EXECUTIVE SUMMARY

Utilities Division staff requests approval of a Master Professional Services Agreement (MPSA) with the consultant, Jacobs Engineering Group, Inc., to provide services on an as-needed basis for various engineering studies and reports, design of small facility improvements related to maintenance, operations, and capital improvement projects associated with wastewater treatment facilities, pump stations, and sewer lift stations managed by the Utilities Division of the Operations and Utilities Department. The agreement is for engineering services only and do not include any construction work. The consultant was selected through a competitive process required under Tracy Municipal Code, Section 2.20.140.

The MPSA would have an initial term of one (1) year, with annual administrative options to extend the MPSA for an additional year (for a total contract length of 3 years) upon satisfactory performance and with City Manager approval. The MPSA would have an annual not to exceed amount of $300,000 and a total not to exceed amount of $900,000. The funding for services to provide engineering support for small urgent design projects and necessary reports and documents will be funded by the ongoing operations and maintenance budgets appropriated by the City Council for Wastewater (Fund 521). Each annual extension, if any, would be contingent upon the City Council's appropriation of sufficient funds. Staff is recommending that City Council adopt a resolution approving Master Professional Services Agreement with the consultant: Jacobs Engineering Group, Inc.

BACKGROUND AND LEGISLATIVE HISTORY

1. Background
   Due to the specialized and technical nature of the work, professional services are used to complete small urgent projects, design, and prepare other necessary reports and documents. Significant time delays occur during the standard Request for Proposal (RFP) process, and selection, award of Professional Services Agreement (PSA), and processing of agreements.

2. Project
   The several small to midsize projects may be associated with maintenance, operations, and capital improvements of Wastewater treatment plants, and associated remote facilities. Examples of such projects include upgrading the large chlorine contact chambers for

improved functionality; and improving as-builts and operational manuals for accessing systems. In addition, several studies, reports, and technical memoranda are needed to provide information requested by various regulatory agencies as it pertains to National Pollution Discharge Elimination System, OSHA, and EPA. The scopes of the MPSAs are to provide engineering services only, not to perform construction work.

ANALYSIS

December 22, 2022, Utilities Division staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request For Proposals (RFP) to solicit experienced and qualified consultants to provide engineering services for various utility projects. On January 18, 2023, the City received three proposals, from Jacobs Engineering Group, Inc., Carollo Engineers, Inc., and Black Water Consulting Engineers, Inc. After carefully reviewing the proposals, all three consultants were determined to be qualified based upon their experience, education, certification, and personnel. Consultants were notified and due to a miscommunication between Jacobs Engineering Group, Inc. and the City, only Black Water Consulting Engineers, Inc. and Carollo Engineers, Inc. were requested for approval by Council on August 15, 2023, under consent item 1.E., Resolution #2023-145 and 146. Jacobs Engineering Group, Inc. confirmed the decision to offer their professional services and are now being recommended to City Council for a MPSA.

Pursuant to the MPSA procedures, staff will identify the services needed, develop the scope of work, request a proposal from one or more of the approved consultants, reach an agreement with the consultant on the identified scope of work and associated fees, then issue a Notice to Proceed, provided the dollar amounts do not exceed the provisions of the MPSA and availability of budgeted funds.

Tasks will be assigned to the selected consultants depending upon future project needs, availability of qualified staff, schedule of project completion, and availability of funding. The proposed MPSA will be valid for a total period of three (3) years (with an initial one-year term and administrative options held by the City Manager to extend annually if the consultant meets certain performance standards). The MPSA will not exceed $300,000 annually (with a total three year not to exceed amount of $900,000).

FISCAL IMPACT

Funding is available in the current and annual ongoing operations and maintenance budget in Wastewater Fund (521) for these on-call services in a not to exceed annual amount of $300,000 ($900,000 over three (3) years), subject to City Council budget appropriations each year. This consultant (under CH2M Hill) was previously contracted under Resolution No. 2018-252 with an MPSA in a not to exceed amount of $350,000 annually for a three (3) year term ending December 31, 2021.

CEQA DETERMINATION

The proposed on-call agreement is for design and engineering work only and approval of the on-call agreement will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code. Each individual project will undergo separate evaluation, prior to relevant discretionary actions by the City, to comply adequately with California Environmental Quality Act.

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 health and safety of the Tracy community through improved water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Utilities Division staff recommends that City Council adopt a resolution 1) approving a Master Professional Services Agreement with Jacobs Engineering Group, Inc., for an initial term of one (1) year, and an annual not to exceed project budget of $300,000 (total not to exceed amount of $900,000); 2) authorize the Mayor to sign the agreement; and 3) authorize the City Manager to administratively extend the length of the contract annually, for an additional two years, to provide on-call engineering support services related to the wastewater treatment plant.

Prepared by: Aloke Vaid, Wastewater Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments: A – MPSA Jacobs Engineering Group, Inc.

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Jacobs Engineering Group, Inc., for On Call Engineering Services related to the Water and Wastewater Treatment Plants

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Jacobs Engineering Group, 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 perform on call engineering services; and

B. On December 22, 2022, the City issued a Request for Proposals (RFP) for the On Call Engineering Support Services related to Water And Wastewater Treatment Plants . On January 18, 2023, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. City desires to retain Consultant to carry out the Project and to provide the Services (as defined below). 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. Consultant will perform such agreed upon services, only upon the City's issuance of a Notice to Proceed for each task order under the Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2023-_____ approved by Tracy City Council on September 19, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from the City of its Operations and Utilities Director through a written Notice to Proceed, Consultant shall provide engineering support services, which includes performing the services generally described in Exhibit "A" attached, and incorporated by reference (**Services**). Consultant shall not perform any Services until the City issues a Notice to Proceed for such services. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Vijay Kumar, 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. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant without such prior written consent.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time

extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The initial term of this Agreement shall begin on September 19, 2023 and end one (1) year later, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City to allocate funds prior to each task order for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended in the City sole and absolute discretion, on an annual basis, for an additional 2 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement and subject to adequate budgetary authority from the City, as shall be determined by the Finance Director.

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 for the Services shall not exceed $300,000 annually (with a total not-to-exceed amount of $900,000). It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of Services approved by the City through Notices to Proceed. . 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.

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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 in its sole and absolute discretion by giving ten days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, contract documents, preliminary drafts, supporting documents, and any other documents prepared by Consultant pursuant to 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 to serve as the, shall be commenced within thirty (30) days of selection of a mediator 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. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

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 any 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 the value of the rebate, kickback, or other unlawful consideration; 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:

Operations and Utilities Director
520 S. Tracy Blvd.
Tracy, CA 95376

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

To Consultant:

Jacobs Engineering Group, Inc.
Vijay Kumar, P.E., PgMP
2485 Natomas Park Dr
Suite 600
Sacramento, CA 95833

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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 entity and will, at all times during the term of this Agreement, remain in good standing in the state of California. 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 r**e**mainder 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.

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Consultant
Jacobs Engineering Group Inc., a Delaware Corporation

By: Vijay Kumar
Title: Vice President
Date: 08/21/2023

Federal Employer Tax ID No. 95-4081636

By: Justin Johnson
Title: SVP, GC & Corporate Secretary
Date: 08/21/2023

JACOBS ENGINEERING GROUP INC. CORPORATE SEAL DELAWARE

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

The City's primary objective for this Agreement is to obtain professional support for assisting the Utilities Division for engineering support services that includes but is not limited to performing design and preparing improvement plans, specifications, estimates for preparation of bid documents and providing support during construction for various improvement projects.

These projects will relate to maintenance of existing equipment, reviewing existing operational elements, and studying alternatives for improvements to operations as needed at the Wastewater Treatment Plant and/or John Jones Water Treatment Plant.

The on-call needs may include conducting studies and preparing reports for various elements as necessary to satisfy the regulatory framework including reaching out to regional boards, permitting, and other documentation.

The City will work with the Consultant to develop the detailed scope specific to the project or task needs. This proposed cost and scope will be negotiated before it is finalized. After the agreement of scope and cost between the Consultant and the City, the notice to proceed will be issued to the Consultant

Key Personnel:

- Vijay Kumar, P.E., PgMP, BCEE
- Michael Randall, P.E.
- Jenny Reina
- Bryan Sherill, Associate Engineer
- Brian Cregar

EXHIBIT B - Compensation

Billing Rates for Years 2023 to 2025 (from Jan 1 to Dec 31st of each Year)

Classification	2023	2024	2025
Entry level or Intern	$75	$78	$81
Global Design Center staff	$90	$93	$96
Engineering/Environmental Tech 1	$94	$98	$101
Engineering/Environmental Tech 2	$107	$111	$115
Office/Clerical/Accounting	$110	$114	$118
Staff Engineer 1*	$143	$148	$153
Engineering/Environmental Tech 3	$143	$148	$153
Staff Engineer 2*	$165	$171	$177
Engineering/Environmental Tech 4	$165	$171	$177
Associate Engineer*	$186	$192	$198
Engineering/Environmental Tech 5	$193	$200	$206
Project Engineer*/Associate Project Manager	$228	$236	$244
Engineer Specialist*/Project Manager	$258	$266	$274
Sr. Technologist*/Sr. Project Manager	$282	$291	$300
Principal Technologist*/Principal Project Manager	$315	$325	$335

Notes: These billing rates assumes all work is completed by December 2025. Any work completed after the above date shall be subject to the new billing rates not exceeding 4%. The above billing rates shall apply for consultant staff located in any office. Costs for individual tasks may vary but, the total fee shall not exceed the fee authorized by the City without City's written directive.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING 1) A MASTER PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR AN INITIAL TERM OF ONE (1) YEAR, AND AN ANNUAL NOT TO EXCEED PROJECT BUDGET OF $300,000 (TOTAL NOT TO EXCEED AMOUNT OF $900,000); 2) AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND 3) AUTHORIZING THE CITY MANAGER TO ADMINISTRATIVELY EXTEND THE LENGTH OF THE CONTRACT ANNUALLY, FOR AN ADDITIONAL TWO YEARS, TO PROVIDE ON-CALL ENGINEERING SUPPORT SERVICES RELATED TO THE WASTEWATER TREATMENT PLANT

WHEREAS, The City desires to retain professional services of engineering consultants for specialized and technical work needed to complete small urgent design projects and necessary reports and documents for the Utilities Division Wastewater Treatment Operations; and

WHEREAS, On December 22, 2022, the City issued a Request for Proposals (RFP) for the on-call engineering support services related to the water and wastewater treatment plants; and

WHEREAS, The City received a proposal from Jacobs Engineering Group, Inc.; and

WHEREAS, Jacobs Engineering Group, Inc. has the expertise and experience required to provide the necessary and desired services; and

WHEREAS, Staff recommends that the City Council authorize the execution of the MPSA to provide engineering support for small urgent design projects and necessary reports and documents and to provide staff flexibility to utilize the consultant on an as needed basis; and

WHEREAS, The MPSA will have an initial term of one year, with an administrative option to extend annually by City Manager approval, for an additional two years. The MPSA not-to-exceed amount shall be $300,000 annually (with a total not to exceed amount of $900,000) subject to City Council budget appropriations each year; and

WHEREAS, The funding for services to provide engineering support for small urgent design projects and necessary reports and documents, will be funded by the ongoing operations and maintenance budgets for Wastewater; and

WHEREAS, The proposed agreement is for design and engineering work only and approval of this on-call agreement will not result in a physical change in the environment; each individual CIP project will undergo separate evaluation, prior to relevant discretionary actions by the City, to comply adequately with California Environmental Quality Act; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

RESOLVED: That the City Council of the City of Tracy, hereby approves the Master Professional Services Agreement with Jacobs Engineering Group, Inc., for on-call professional engineering services for specialized and technical work needed to complete small urgent design projects and necessary reports and documents for the Utilities Division Wastewater operations for an initial term of one year with an administrative option to extend, annually for an additional two years (total not to exceed amount of $900,000); and be it further;

RESOLVED: That the MPSA shall allow the City Manager to administratively extend the initial term, on an annual basis, following a written determination that Jacobs Engineering Group, Inc. has satisfactorily met all the requirements of the MPSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such annual extensions; and be it further

RESOLVED: That MPSA shall be approved as to form and legality, by the City Attorney; and be it

FURTHER RESOLVED: This action is not considered a project as defined by Section 21065 of the Public Resources Code.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

September 19, 2023

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation and Benefits plan for the Limited Service Employees (LSE), and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the Compensation and Benefit Plan.

EXECUTIVE SUMMARY

The Limited Service Employees Compensation and Benefits Plan expires on September 30, 2023. The new plan term is for October 1, 2023, through September 30, 2025.

BACKGROUND AND LEGISLATIVE HISTORY

The City employs part-time, seasonal and limited service employees. The compensation and benefits for these employees is contained in the Limited Service Employees Compensation and Benefits Plan. Council recently approved Memorandums of Understanding for each represented bargaining unit and Compensation and Benefits Plans for the unrepresented employees providing a cost-of-living adjustment of 3.5% per year. In order to continue to attract and maintain qualified part-time workers, it is recommended that the City provide the same cost of living adjustment for the Limited Service Employees (LSE).

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council approve the rate of pay for classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel.

ANALYSIS

The key change in the successor Compensation and Benefit Plan for Limited Service Employees (Attachment A), is as follows:

1. Salary Adjustments for All Classifications:

- Effective October 8, 2023: 3.5% salary adjustment
- Effective October 6, 2024: 3.5% salary adjustment

FISCAL IMPACT

The adopted FY2023-24 operating budget contains a 3% increase for personnel costs. An additional budget amendment to account for the additional 0.5% resulting from the 3.5% cost of living increase will be brought to Council with the FY2023-24 quarter one budget adjustment.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance engagement and transparency for the betterment of the Tracy community.

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) approving the Compensation and Benefits plan for the Limited Service Employees (LSE), and 2) authorizing an amendment to the City's Master Salary Schedule to reflect the terms of the Compensation and Benefit Plan.

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Bijal Patel, City Attorney
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

A – DRAFT Limited Service Employees Compensation and Benefit Plan
B – DRAFT Master Salary Schedule Effective 10/08/2023

ATTACHMENT A

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

LIMITED SERVICE EMPLOYEES

October 1, 2023 through September 30, 2025

DRAFT

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.cityoftracy.org

Limited Service Employee Compensation and Benefits Plan

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City of Tracy
Limited Service Employee
Compensation and Benefit Plan
Effective October 1, 2023 through September 30, 2025

Section 1. Purpose and Intent:

This Limited Service Employee Compensation and Benefits Plan supersedes all prior Plans governing the employment relationship between the City and Limited Service Employees. The following plan provides the basis for recognition, benefits and compensation, effective October 1, 2023 through September 30, 2025.

Section 2. Coverage:

From time to time the City may hire employees to perform work on a Limited Service basis. Limited Service work assignments may include, without limitation, work on a part time, temporary, on-call, seasonal, supplemental and/or student basis. Limited Service Employees are distinguished from regular employees – i.e.: employees holding regular, full-time positions in the City. The City may establish by individual written contract, the terms and conditions of a Limited Service assignment. In order to be effective, such contract must be signed by the City Manager.

Section 3. Compensation and Benefits:

A. **Pay Rate:**

Unless otherwise agreed to in an individual contract, Limited Service Employees shall receive such compensation pursuant to the pay rates provided in the Master Salary Schedule. Unless designated exempt from overtime under the Fair Labor Standards Act ("FLSA"), compensation will be paid on an hourly basis. The hourly rate of pay shall correspond to the pay ranges as listed in the Master Salary Schedule or the City's Classification and Compensation Plan, unless otherwise specified in an individual contract.

B. **COLA/Equity Increase:**

Effective the first full pay period after October 1, 2023, all classifications will receive a three and half percent (3.5%) salary increase.

Effective the first full pay period after October 1, 2024, all classifications will receive an additional three and half percent (3.5%) salary increase.

C. **Step Increases:**

When the City Manager and Department Head determine it to be in the City's best interest, a Limited Service Employee may start at a pay rate above the first or entry-

level rate. Progression through the pay range will be based on the worker's performance, as evaluated annually by the Department Head.

D. **Overtime:**

For Limited Service Employees entitled to receive overtime, they shall be paid at a rate of one and one-half (1.5) times the regular hourly rate of pay, for hours actually worked over 40 in the designated workweek. Overtime is the hours actually worked in excess of the employee's regular workweek, and which has the prior approval of the Department Head or designated representative.

E. **Workweek:**

The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Head. For those employees permitted to work on the 9/80 schedule, the workweek for purposes of calculating overtime under the FLSA, shall be midway Friday the employee works to midway the following Friday.

F. **Benefits:**

Holiday Pay - Receive pay at the rate of one and one-half (1.5) times the hourly rate of pay for all hours worked on a City observed holiday (this overtime shall not be added to overtime due under the FLSA).

City Programs - May participate in the City Safety Committee, Tracy Service Improvement and Employee of the Month programs.

Promotional Recruitment - Limited Service Employees may apply for a position(s) in a "Promotional Only" recruitment(s) after accumulating 1,040 hours of employment within the last five consecutive years provided, they are employed by the city at the time of the promotional recruitment.

Service Recognition - May receive certificate(s) for recognition of service time in five-year increments based on calendar years worked.

***In addition to benefits listed above, Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following additional benefits:

Sick Leave Accrual - In accordance with the Heathy Workplaces, Health Families Act of 2014 and City of Tracy Sick Leave for Limited Service Employees Policy and Procedure.

Eligibility: Limited Service Employees who have worked for the City of Tracy for 30 or more days within 12 months from the beginning of employment, and who are not

eligible for any form of leave benefit provided by the City of Tracy or any employee group.

Use: Limited Service Employees are eligible to use their available paid sick leave beginning on the 90th day of employment.

Accrual: Twenty-four (24) hours per fiscal year

The following sections apply to Limited Service Employees who are enrolled in the CalPERS Retirement Program, either prior to joining the City or after working 1,000 hours or more in a fiscal year at the City. In addition to the benefits listed above, these employees are eligible for:

Bereavement Leave for Scheduled Work Hours
Entitled to leave due to the death of immediate family members, as defined in the City's Personnel Rules and Regulations, not to exceed three (3) workdays within two (2) weeks of the date of death of the family member. This leave will be based on the formulated schedules within the respective departments relevant to the employee. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

Jury Duty Leave for Scheduled Work Hours
Allowed time away from work to comply with jury duty requests to report, as specified, in the City's Personnel Rules and Regulations.

Leave Accrual
- Sick Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis.
- Vacation Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis.

G. **CalPERS Retirement:**

Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following benefits:

For employees hired and enrolled in the CalPERS Retirement Program on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% at 55), the employee shall pay the 8% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program between December 16, 2010 through December 31, 2012, and under the second tier CalPERS retirement formula (2% and 55), the employee shall pay the 7% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program on or after January 1, 2013 and who qualify as "new employees" under the Public Employee' Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through CalPERS. Employees who receive the CalPERS retirement formula of 2% @ 62 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Section 4. Miscellaneous

A. As used in this Plan, "the City" refers to the City Manager, and includes their designees; provided, however, the City Manager may not delegate authority to alter at-will employment relationships. The City Manager may establish reasonable rules, regulations and procedures to implement this Plan.

B. Limited Service Employees shall have no property rights to continued employment or work in the City. Limited Service employees are "at-will" in that the City or the worker may terminate the relationship, with or without cause. The at-will relationship with the City may not be changed by practice, custom or express representation, but only by a written documentation personally signed by the City Manager and the affected worker. Limited Service Employees may also be subject to discipline, including counseling, reprimands, suspensions, demotions, and step reductions, but shall have no appeal rights under the City's Personnel Rules and Regulations.

C. Generally speaking, Limited Service Employees will be restricted to performing no more than 999 hours of service in a fiscal year if they are not already enrolled in the CalPERS retirement program. Upon recommendation of the Department Head, and with the approval of the City Manager, Limited Service Employees may be authorized to work beyond the 999 hour limit.

D. In the event a court of competent jurisdiction determines that some provision in this Plan is inconsistent with applicable law, the City may, in its discretion, void all or part of this Plan and terminate any affected employment relationships.

ATTACHMENT B

DRAFT Effective 10/08/2023

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU	A	2,861.74	6,200.44	74,405.24	35.7718
		NON EXEMPT	B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2681	Assistant Director DES/City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100
5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		9,882.28	21,411.61	256,939.37	123.5285
3110	City Clerk*	TMMBU	A	4,840.47	10487.685	125,852.22	60.5059
			B	5,082.50	11012.083	132,145.00	63.5313
			C	5,336.62	11562.677	138,752.12	66.7078
			D	5,603.44	12140.787	145,689.44	70.0430
			E	5,883.61	12747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
3347	Construction Project Manager*	TMMBU	A	4,400.41	9,534.22	114,410.66	55.0051
			B	4,620.42	10,010.91	120,130.92	57.7553
			C	4,851.44	10,511.45	126,137.44	60.6430
			D	5,094.00	11,037.00	132,444.00	63.6750
			E	5,348.71	11,588.86	139,066.46	66.8589
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,077.29	6,667.46	80,009.54	38.4661
			B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
3113	Cyber Security Officer*	TMMBU	A	4,654.93	10,085.68	121,028.18	58.1866
			B	4,887.68	10,589.97	127,079.68	61.0960
			C	5,132.06	11,119.46	133,433.56	64.1508
			D	5,388.67	11,675.45	140,105.42	67.3584
			E	5,658.10	12,259.22	147,110.60	70.7263

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				37.6430
			B				39.5267
			C				41.5035
			D				43.5735
			E				45.7574
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1515	Director of Development Services *	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Operations and Utilities*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks and Recreation*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,202.75	6,939.29	83,271.50	40.0344
			B	3,362.87	7,286.22	87,434.62	42.0359
			C	3,531.01	7,650.52	91,806.26	44.1376
			D	3,707.57	8,033.07	96,396.82	46.3446
			E	3,892.94	8,434.70	101,216.44	48.6618

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				20.4930
			B				21.5177
			C				22.5941
			D				23.7222
			E				24.9125
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880
9108	Intern-Generalist	LS	A				21.2693
			B				22.3353
			C				23.4531
			D				24.6227
			E				25.8543
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9303	Maintenance Aide	LS	A				18.0608
			B				18.9612
			C				19.9031
			D				20.8967
			E				21.9420
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220
			B	1,732.24	3,753.19	45,038.24	21.6530
			C	1,818.85	3,940.84	47,290.10	22.7356
			D	1,909.78	4,137.86	49,654.28	23.8723
			E	2,005.28	4,344.77	52,137.28	25.0660
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558
			B	1,928.27	4,177.92	50,135.02	24.1034
			C	2,024.70	4,386.85	52,642.20	25.3088
			D	2,125.94	4,606.20	55,274.44	26.5743
			E	2,232.24	4,836.52	58,038.24	27.9030
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758
			B	4,743.96	10,278.58	123,342.96	59.2995
			C	4,981.15	10,792.49	129,509.90	62.2644
			D	5,230.22	11,332.14	135,985.72	65.3778
			E	5,491.75	11,898.79	142,785.50	68.6469

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of $50.00 per meeting					
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,293.51	13,635.94	163,631.26	78.6689
			B	6,608.20	14,317.77	171,813.20	82.6025
			C	6,938.59	15,033.61	180,403.34	86.7324
			D	7,285.52	15,785.29	189,423.52	91.0690
			E	7,649.84	16,574.65	198,895.84	95.6230
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	4,000.03	8,666.73	104,000.78	50.0004
			B	4,200.04	9,100.09	109,201.04	52.5005
			C	4,410.04	9,555.09	114,661.04	55.1255
			D	4,630.56	10,032.88	120,394.56	57.8820
			E	4,862.09	10,534.53	126,414.34	60.7761
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	Police Intern/Parking Enforcement Officer	LS	A				20.1825
			B				21.1968
			C				22.2525
			D				23.3600
			E				24.5295
6211	Police Lieutenant*	TPMA	A	5,446.86	11,801.57	141,618.88	68.0860
			B	5,719.22	12,391.64	148,699.72	71.4903
			C	6,005.19	13,011.25	156,134.94	75.0649
			D	6,305.45	13,661.81	163,941.70	78.8181
			E	6,620.72	14,344.89	172,138.72	82.7590
6102	Police Officer	TPOA	A	3,636.39	7,878.85	94,546.14	45.4549
			B	3,818.21	8,272.79	99,273.46	47.7276
			C	4,009.12	8,686.43	104,237.12	50.1140
			D	4,209.60	9,120.80	109,449.60	52.6200
			E	4,420.08	9,576.84	114,922.08	55.2510
9517	Police Range Master	LS	A				32.2610
			B				33.8756
			C				35.5626
			D				37.3428
			E				39.2058
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				41.9693
6105	Police Sergeant	TPOA	A	4,494.22	9,737.48	116,849.72	56.1778
			B	4,718.96	10,224.41	122,692.96	58.9870
			C	4,954.92	10,735.66	128,827.92	61.9365
			D	5,202.66	11,272.43	135,269.16	65.0333
			E	5,462.78	11,836.02	142,032.28	68.2848
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946

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City of Tracy
Master Salary Schedule

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6101	Police Trainee (Non-Sworn)	TPOA	A	3,161.98	6,850.96	82,211.48	39.5248
9638	Pool Manager	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
9533	Professional Standards Officer	LS	A				53.7683
			B				56.4593
			C				59.2848
			D				62.2449
			E				65.3603
9110	Program Assistant	LS	Min				16.0425
			Max				26.7237
9231	Project Specialist I	LS	Min				16.0425
			Max				51.7604
9232	Project Specialist II	LS	Min				51.7707
			Max				145.9247
5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179
9512	Public Safety Dispatcher II - Per Diem	LS	A				34.2689
			B				35.9870
			C				37.7879
			D				39.6716
			E				41.6588

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9632	Recreation Leader II	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
9633	Recreation Leader III	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min				16.0425
			Max				55.0724
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650
4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181
9637	Senior Lifeguard	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
9109	Summer Student Intern	LS					16.0425
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
9361	Theatre Technician	LS	A				30.7499
			B				32.2817
			C				33.8963
			D				35.5937
			E				37.3739
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner	Stipend of $50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711
5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				18.3195
			B				19.2407
			C				20.1929
			D				21.2072
			E				22.2629
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

Employees marked with an * (asterisk) are salaried

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) APPROVING THE COMPENSATION AND BENEFIT PLAN FOR THE LIMITED SERVICE EMPLOYEES UNIT AND 2) AUTHORIZING AN AMENDMENT OF THE CITY'S MASTER SALARY SCHEDULE TO REFLECT THE TERMS OF THE COMPENSATION AND BENEFIT PLAN

WHEREAS, The Limited Service Employees Compensation and Benefits Plan expires on September 30, 2023; and

WHEREAS, It is the City's desire to attract and retain a qualified pool of part-time employees; now, therefore, be it

RESOLVED: That the City Council and the City of Tracy hereby approves a new Compensation and Benefit Plan between the City of Tracy and the Limited Services Employees Unit for the period of October 1, 2023 through September 30, 2025; and be it further

RESOLVED: That the City Council authorizes an amendment of the City's Master Salary Schedule, to reflect the terms of the new Compensation and Benefit Plan.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

September 19, 2023

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:1) approving the award of the Mayor's Community Youth Support Network Reconnecting Our Youth (ROY) Grants for fiscal year 2023-2024 in the total amount of $175,000 to eight local non-profit organizations; 2) authorizing the Mayor to sign the funding agreements for each grant; and 3) finding that this action is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

EXECUTIVE SUMMARY

The City of Tracy's Mayor's Community Youth Support Network (MCYSN) Reconnecting our Youth (ROY) grant program is entering its fifteenth year of programming, referred to as Cycle 15. This program has served thousands of local youths, as a grant matching program, through prevention, intervention and crisis suppression services offered in partnership with local non-profits.

Staff is requesting that the City Council review and approve the recommendations from the MCYSN ROY Grant Scoring Committee, and award grant funding in the total amount of $175,000 to eight local non-profits to support youth programs in the City of Tracy (City).

BACKGROUND AND LEGISLATIVE HISTORY

During the Fall of 2006, Tracy community members voiced concerns about increases in school fights, vandalism in City parks, graffiti on property, and growing gang activity in the City. Following these growing concerns, community stakeholders, City officials and City staff partnered to form the Mayor's Community Youth Support Network. The objectives of the program are to reconnect youth to their families, schools, and community and to develop a gang prevention strategy that targeted at-risk youth.

Shortly following formation, MCYSN began meeting regularly to organize communication and formulate a strategic plan to guide the program. The MCYSN Strategic Plan was drafted in 2007 and focused on the following four priority areas: 1) assessing current youth service gaps, 2) funding strategies, 3) creating a crisis response protocol and 4) developing a service delivery system. The MCYSN program was intended to partner with local non-profits to provide services such as counseling, mentoring, case management, after school tutoring, career preparation, technology training, life skills training, parent workshops, and gang intervention and prevention workshops.

On February 19, 2008, the City Council approved the MCYSN Strategic Plan and allocated $1 million to kick-start the program. The allocation funded personnel to carry out the goals and objectives of the MCYSN program, which included: one Management Analyst in the City Manager's Office to oversee the MCYSN program, one Administrative Assistant, one part-time Recreation Coordinator, six part-time Recreation Leaders, and two sworn School Resource Officers. The funding was also utilized for contracted services via the MCYSN - Reconnecting Our Youth (ROY) Grant Program, recreation programs (after school programs and "Rolling Rec" Truck), educational workshops, marketing and promotions, and operational supplies.

Following the economic downturn in 2009, the City initiated a pivot in resources which eliminated several positions and programs under MCYSN. The MCYSN program budget changed to $200,000 annually. Historically, approximately $25,000 of the program budget is allocated to provide administrative support to the program, and the remaining $175,000 funds community youth programs in alignment with the strategic priorities and objectives of MCYSN.

In 2018, the MCYSN program transitioned from the City Manager's Office to the Parks and Recreation Department in order align the program with appropriate staff. During the 2020-2021 grant period, MCYSN was temporarily suspended in response to the COVID-19 pandemic. In 2021, City Council approved the return of the MCYSN grant program for Cycle 13.

ANALYSIS

This year, the MCYSN is entering its 15th year of programming. The MCYSN ROY Grant Program aims at supporting local programs that develop skills and competencies resulting in healthy and thriving youth and families. MCYSN's approach is to prevent and intervene on issues of youth violence via a network of community service providers.

The MCYSN ROY Grant application for FY 2023-24 was made available on June 14, 2023. A mandatory pre-submittal conference was held on June 27, 2023, and the grant application deadline was July 19, 2023. Eligible service areas for the ROY grant include youth outreach and education; substance abuse prevention and intervention; bullying prevention (physical, verbal, cyber); alternative after school and evening activities; gang prevention and intervention services; family or individual youth case management; behavioral health services (prevention and intervention). MCYSN ROY Grant contracts may not exceed $75,000. The term of the FY 2023-24 contracts is from October 1, 2023, through June 30, 2024. Upon approval, the City Council will authorize the execution of the funding agreements for each grant, in the City's standard form and approved by the City Attorney.

Funding recommendations for the MCYSN ROY Grant are made by an external review committee. Staff held the MCYSN ROY Grant Scoring Committee meeting on August 2, 2023. The scoring committee consisted of two Parks Commissioners, one Youth Advisory Commissioner, and one representative from the Tracy Unified School District.

The City received eight eligible applications for the MCYSN ROY Grant, which are summarized in Attachment A. Each Committee member scored each application using the MCYSN Scoring Sheet, example template provided in Attachment B.

Each applicant received a score based off specific criteria such as organizational experience and reliability, program design, staffing plan and qualifications, program evaluation, and cost proposal. After all applications were reviewed and scored by the external review committee, it was brought to the staff's attention that the Director of the Tracy Earth Project was recently appointed to serve on a City commission. Staff analyzed and concluded that the Director of the Tracy Earth Project had no input or decision making in the criteria, evaluation scoring sheet, or any other capacity of the MCYSN grant funding process. As such, in consultation with the City Attorney, staff concluded that the Director did not "participate in the making" of the grant contract and that there was no actual conflict under California Government Code Section 1090. While the City cannot advise the Director on whether they have a conflict under regulations promulgated by the Fair Political Practices Commission, staff has further verified that no aspect of the MCYSN grant process was taken to the commission on which the Director has been appointed and, as such, believes that the Director does not appear to have a disqualifying interest. The Director has indicated to staff that the Tracy Earth Project wishes to remain in the MCYSN grant process.

After careful review and discussion, the MCYSN Grant Scoring Committee made the following funding recommendations:

Organization	Amount Requested by Applicant	Amount Recommended by MCYSN Scoring Committee	Total Score out of 800
Boys and Girls Club of Tracy – Teen Program	$75,000	$50,000	745
Tracy Chamber Foundation – Hire Me First Program	$60,000	$40,000	700
Tracy Earth Project, Inc.- Tracy Bike Life Youth Program	$15,000	$7,500	700
ITIFAQ Afghan Soccer Club – Youth Soccer Outreach Program	$10,500	$5,000	675
Give Every Child a Chance – After School Tutoring Program	$26,060	$12,500	675
West Side Pioneer Association of Tracy– Tracy Schoolhouse and Museum Field Trip Program	$63,175	$25,000	650
UNeed2. Inc. – Youth and Family Technology Training Center	$75,000	$25,000	650
Improve Your Tomorrow – College Academy Program	$62,500	$10,000	600
TOTAL	$ 387,235	$175,000	

Feedback from the Grant Scoring Committee is included in Attachment A. Each organization received funding based off their initial budget request which was less than the amount being requested.

FISCAL IMPACT

The MCYSN program budget of $200,000 has been allocated and approved as part of the Fiscal Year 2023-24 budget.

PUBLIC OUTREACH/ INTEREST

A public outreach meeting for MCYSN was held on June 27, 2023, to inform service providers about the background of MCYSN. Before this meeting, three (3) emails were sent to local businesses, non-profits, and schools advertising MCYSN and informing the community about the outreach meeting. Multiple social media posts to advertise MCYSN were also posted on Instagram and Facebook. Many non-profits that saw the emails and social media posts responded positively, acquiring more information about MCYSN and how to apply.

STRATEGIC PLAN

This agenda item supports the City's Quality of Life Strategic Plan and specifically implements the following goal:

Quality of Life Strategy

Goal 2: Promote public health, safety, and community welfare throughout the community.

CEQA DETERMINATION

Each of the MCYSN grant applicants is a community service organization seeking funding to help pay for a portion of an existing service program provided by the organization. No new structures, facilities, or other improvements are proposed to be funded through this program by any of the grant recipients. The services of each of the eight grant recipients proposed to be funded through the grant program are ongoing academic, educational, and recreational activities for youth in Tracy. This project to award the MCYSN grants is exempt from CEQA based on CEQA Guidelines Section 15061(b)(3), the commonsense exemption, which states that a project is not subject to CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Clearly, these ongoing youth academic, educational, and recreational activities do not have the potential for causing a significant effect on the environment, and therefore, the project is exempt from CEQA pursuant to Guidelines Section 15061(b)(3).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:1) approving the award of the Mayor's Community Youth Support Network Reconnecting Our Youth (ROY) Grants for fiscal year 2023-2024 in the total amount of $175,000 to eight local non-profit organizations; 2) authorizing the Mayor to sign the funding agreements for each grant; and 3) finding that this action is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Prepared by: Katie Akre, Recreation Program Coordinator

Reviewed by: Justin Geibig, Recreation Service Supervisor
Jolene Jauregui-Correll, Recreation Services Manager
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A - Summary of MCYSN ROY Grant Scoring Committee funding recommendations and comments.

Attachment B - MCYSN ROY Grant, Scoring Sheet Template

ATTACHMENT "A"

MCYSN ROY Grant Scoring Committee Funding Recommendations – Cycle 15

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Boys and Girls Club of Tracy	Teen Program	600	$75,000	$50,000	• Reliable, known organization • Outcomes of programs are strong • Culturally diverse staff and serves diverse population of students • Parent/student evaluation for pre/posttests records • Budget is organized and easy to understand • Financial Report Detailed
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
Tracy Chamber of Commerce	Hire Me First Program	2,500	$60,000	$40,000	• Long standing program with success rate • Student participants continue to increase • Strong connection with business community • Preparing juniors and seniors for workforce • Program should consider targeting at-risk youth • Offer programs in other locations in Tracy • Collaborate with other non-profits

ATTACHMENT "A"

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Tracy Earth Project, Inc.	Tracy Bike Life Youth Program	120	$15,000	$7,500	• Serving a range of 6–17-year old's • Program utilized curriculum that introduces students to S.T.E.M • Youth learn bicycle safety, repair, and maintenance • Provides community services hours to youth at TUSD schools • Youth get to keep the bike they built at the end of the 8-week program • Reasonable requested amount
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
ITIFAQ Afghan Soccer Club	Youth Soccer Outreach Program	135	$10,500	$5,000	• Proposed to serve 8-18 year old's • Organization wants to build youth confidence in a healthy competitive environment • Staff is experienced and all volunteers • Services offered at local sport complexes • Assists low-income families • Serving youth for over 25 years • Reasonable requested amount

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Give Every Child A Chance	After School Tutoring Program	70	$26,060	$12,500	• 24 years of service and an established organization • Staff is experienced • Services offered at local school sites • Tutors speak different languages • Detailed graph on student standards and timeline • Assists low-income families, and any students with falling grades • Expanded services with Tracy Family Resource Center and two school districts • Communication between parent, child, and tutor is a plus • Reasonable requested amount
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
West Side Pioneer Association of Tracy	Tracy Schoolhouse and Museum Field Trip Program	80	$63,175	$25,000	• Organization was founded in 1921 • A great source to educate the community on Tracy history • Proposed to serve 10–18 year old's • Program mission and vision is positive • Budget is organized and easy to understand

ATTACHMENT "A"

Organization Name	Program Name and Description	# of youth proposing to serve	Funding Request	Recommended Award Amount	Scoring Committee Comments
Uneed2, Inc.	Youth and Family Technology Center	80	$75,000	$25,000	• Program mission and vision is unique/ positive • Provide technical training and internships to students • Serving community since 2001 • STEM based and targets low-income youth • Certify kids and adults in computers and computer safety • They should elaborate on how they target at-risk youth • Organization gives refurbished computers to low-income households • Follow-up with students after they're done • Program timeline was not detailed
Organization Name	**Program Name and Description**	**# of youth proposing to serve**	**Funding Request**	**Recommended Award Amount**	**Scoring Committee Comments**
Improve Your Tomorrow	College Academy Program	75	$62,500	$10,000	• Since 2013, has served predominantly first-generation students • Serve highschoolers and young men of color • Operates at 53 school sites across five counties • Program will consist of family engagement, college tours, mentorships, and study hall • Detailed organizational chart • Funding is for student incentive

MCYSN Cycle XIV (15) -Evaluation Criteria Score Sheet

Service Provider Name: Name of Reviewer:

Criteria	Notes	Score (40 pt. max)
Organizational Experience & Reliability: • *Experience providing services to high-risk youth* • *List of current and recent contracts* • *Description of outcomes* • *Financial capacity* • *Client recordkeeping system* • *Current year organization budget/audited financial statements* • *Reference sheet*		
Program Design: • *Describe community's need for services, including local data* • *Describe target population & geography; numbers to be served* • *Describe ending based program model* • *Describe activities & dosage* • *Describe how program will be cultural competent* • *Describe how program will collaborate and communicate with City of Tracy* • *Provide detailed timeline*		

MCYSN Cycle XIV (15) -Evaluation Criteria Score Sheet

Staffing Plan & Qualifications: • *Provide staffing plan, Include titles, number of full time employees, qualifications* • *Justify number, full time employees and types of positions, including job expectations* • *Describe how project will include staff/volunteers with experiences similar to target populations* • *Attached: Organization chart* • *Attached: Resumes* • *Attached: Job descriptions*		
Program Evaluation: • *List expected outcomes* • *Describe how program will measure outcomes, including validated measurement tools* • *Describe how program will track activities, participants, units of service* • *Describe data system*		
Cost Proposal: • *Attached: Line item budget* • *Includes all costs to be reimbursed* • *Indirect costs, overhead*		
Overall comments about program:		

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) APPROVING THE AWARD OF THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK RECONNECTING OUR YOUTH (ROY) GRANTS FOR FISCAL YEAR 2023-2024 IN THE TOTAL AMOUNT OF $175,000 TO EIGHT LOCAL NON-PROFIT ORGANIZATIONS; 2) AUTHORIZING THE MAYOR TO SIGN THE FUNDING AGREEMENTS FOR EACH GRANT; AND 3) FINDING THAT THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES

WHEREAS, the Mayor's Community Youth Support Network (MCYSN) Reconnecting Our Youth (ROY) Grant Program is a City matching grant program that helps fund local youth services, and is budgeted pending appropriation and approval by the City Council; and

WHEREAS, the MCYSN ROY Grant application for FY 2023-24 was made available on June 14, 2023, with an application deadline of July 19, 2023; and

WHEREAS, MCYSN ROY Grant contracts may not exceed $75,000 with a term for the FY 2023-24 contracts being from October 1, 2023, through June 30, 2024; and

WHEREAS, the City of Tracy received eight eligible grant applications, and an external grant scoring committee reviewed the applications and recommended that all eight be funded based on the MCYSN ROY Grant scoring criteria, for a total award amount of $175,000; and

WHEREAS, In accordance with CEQA Guidelines Section 15061(b)(3), an activity is not subject to CEQA "…where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment…"; and the ongoing academic, educational, and recreational youth activities of the grant recipients do not have the potential for causing a significant effect on the environment; and

WHEREAS, after all applications were reviewed and scored by the external review committee, it was brought to the staff's attention that the Director of the Tracy Earth Project was recently appointed to serve on a City commission; and

WHEREAS, staff analyzed and concluded that the Director of the Tracy Earth Project had no input or decision making in the criteria, evaluation scoring sheet, or any other capacity of the MCYSN grant funding process, and as such, there was no actual conflict under California Government Code Section 1090 nor appear to have a disqualifying interest under regulations promulgated by the Fair Political Practices Commission; and

WHEREAS, the Director has indicated to staff that the Tracy Earth Project wishes to remain in the MCYSN grant process; and now therefore be it,

RESOLVED: That the City Council of the City of Tracy hereby awards MCYSN ROY Grants for fiscal year 2023-2024 to the following awardees:

ORGANIZATION	AWARD AMOUNT
Boys and Girls Club of Tracy	$50,000
Tracy Chamber of Commerce	$40,000
West Side Pioneer Association of Tracy	$25,000
UNeed2, Inc.	$25,000
Give Every Child a Chance	$12,500
Improve Your Tomorrow	$10,000
Tracy Earth Project, Inc.	$7,500
ITIFAQ Afghan Soccer Club	$5,000
Total Funding Award	$175,000

FURTHER RESOLVED: That the City Council hereby authorizes the execution of funding agreements for each grant, in the City's standard form and approved by the City Attorney; and

FURTHER RESOLVED: That the City Council hereby finds that this action is exempt under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the Guidelines.

The foregoing Resolution 2023- _____ was adopted by the Tracy City Council on September 19, 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

September 19, 2023

Agenda Item 1.K

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a resolution approving the allocation of the FY 2023-24 travel budget of the City Council body pursuant to the Council's Travel Policy.

EXECUTIVE SUMMARY

The Tracy Finance Committee recommends that the City Council approve the FY2023-24 travel budget of the City Council body in the amount of $125,000, or $25,000 per Council Member.

BACKGROUND AND LEGISLATIVE HISTORY

In prior fiscal years, the City Council's budget has three account lines related to travel: Travel (5228), consisting of lodging, meals, transportation; Memberships (5292); and Registration (5293). With the adoption of the FY2023-24 budget, these line items were rolled into one account line: Travel and Memberships (5228). This budget line encompasses all Council travel, training and memberships, including mileage reimbursement.

Over the last two fiscal years, Council's travel has increased, which has also increased the requests for memberships and organizations related to travel. The chart below depicts the summary of travel expenses since fiscal year 2018. Due to the COVID-19 pandemic, travel and related expenses for fiscal years 2020 and 2021 were significantly lower than other years.

Historical Council Travel Costs

FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Amended Budget FY 2023	Actual FY 2023
$33,285	$50,948	$8,123	$4,060	$41,865	$111,491	$81,956

At the April 18, 2023, Council meeting, the City Council adopted a new policy for reimbursement for travel and expenses for Elected and Council-Appointed Officials. As part of the change in policy, each Elected Official will now have an individual budget that is separately approved by the City Council through the budget approval process. The budget allocation will be for all costs, including the cost of registration and/or memberships required to secure the relevant travel and/or training. Below is a chart of all FY2022-23 Council travel, by Council Member.

FY2022-23 City Council Travel, by Council Member						
YOUNG	**ARRIOLA**	**BEDOLLA**	**DAVIS**	**EVANS**	**VARGAS**	**TOTAL**
$23,647	**$17,786**	**$14,666**	**$14,727**	**$8,413**	**$2,718**	**$81,957**

On May 17, 2023, staff presented the proposed FY2023-24 City Council budget to the Finance Committee. The Finance Committee recommended a travel budget in the amount of $150,000 to allow $25,000 per Council Member and $50,000 for the Mayor. During the Finance Committee meeting, the Committee also requested staff look into paid and unpaid options for an Intern for the City Council.

ANALYSIS

Staff has performed an analysis of both the travel budgets and staff assigned to the City Councils of the surrounding area. In performing this analysis, staff found that the average total travel budget for City Council was $45,561. In reviewing the staff assigned to work with the City Council of surrounding Cities, two cities have a paid position assigned to City Council. Other Cities analyzed utilize the Executive Assistant in the City Manager's office or staff in the City Clerk's office for support. Other Cities utilize unpaid Interns for the support of Council functions.

Analysis of City Council Travel and Staff - Surrounding Cities

City	Number of Council Members	Total Travel Budget	Staff Assigned to City Council
Brentwood	5	$18,400	Executive Assistant (0.5)
Concord	5	$40,379	None
Lathrop	5	$19,500	None
Lodi	5	$15,000	None
Manteca	5	$35,000	None
Modesto	5	$58,000	Executive Assistant (1)
Pleasanton	5	$26,700	None
Stockton	7	$169,214	Executive Assistant (1) Legislative Support Analyst (1)
Turlock	5	$31,750	None
Walnut Creek	5	$41,670	None

On August 31, 2023, staff returned to the Finance Committee for review and discussion of the analysis completed related to the City Council Travel budget and options for paid and unpaid staff. The Finance Committee recommended that staff proceed with bringing a travel budget for Council approval in the amount of $125,000, to allow $25,000 for all Council members. No recommendation was made regarding paid or unpaid staff for the City Council.

FISCAL IMPACT

The City Council's budget is funded through the City's General Fund. The recommendation of a $125,000 travel budget for the City Council body is an increase of 13% over the FY23 amended budget. At this time, no funding has been allocated for an intern.

STRATEGIC PLAN

This agenda item supports the Governance strategic priority, goal two, ensure short and long-term fiscal health.

ACTION REQUESTED OF THE FINANCE COMMITTEE

The Tracy Finance Committee recommends that the City Council adopt a resolution approving the allocation of the FY 2023-24 travel budget of the City Council body pursuant to the Council's Travel Policy.

Prepared by: Sara Cowell, Director of Finance

Reviewed by: Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE ALLOCATION OF THE FY 2023-24 TRAVEL BUDGET OF THE CITY COUNCIL BODY PURSUANT TO THE COUNCIL'S TRAVEL POLICY

WHEREAS, The City Council adopted a new travel policy for elected and Council appointed officials on April 18, 2023 (Travel Policy); and

WHEREAS, The City Council adopted a new Budget for FY 2023-2024 on June 6, 2023, in which Budget the Council appropriated $150,000 for its travel budget; and

WHEREAS, The Travel Policy requires adoption of a travel budget per Council Member as well as an allocation of such budgeted funds amongst the individual Council Members; and

WHEREAS, The City Council Tracy Finance Committee met on August 31, 2023 to discuss the allocation of the approved travel budget of the City Council body; and

WHEREAS, The Tracy Finance Committee recommends an allocation of $25,000 per Council Member, for a total budget of $125,000, leaving an allocated of $25,000 in the Council travel budget; and

WHEREAS, Staff will return to the City Council at a future regarding the unallocated $25,000 funds; and

RESOLVED: That the City Council of the City of Tracy approves the allocation of the FY 2023-24 travel budget of the City Council body in the amount of $25,000 for each Council Member and the Mayor.

* *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on September 19, 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

September 19, 2023

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council a) Adopt a resolution renewing a one-year agreement for the purchase of an enterprise subscription to Cisco FLEX for telephone services through Solid Networks for a term of one year and a not to exceed amount of $31,800, b) Dispense the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.130(b).

EXECUTIVE SUMMARY

The City-wide VoIP phone system is used for making and receiving phone calls and voicemails to conduct City business. This software subscription is an annual software renewal for the phone system. The phone system hardware and software are proprietary to Cisco and therefore staff recommends dispensing of the requirement for a competitive bid and treat this as a sole source purchase.

This agreement is to license the phone system. This system meets the business needs. It is a modern system with 440 connected phones, multiple servers for call management and call routing and 8 routers for remote locations.

BACKGROUND AND LEGISLATIVE HISTORY

The City modernized its telephony systems from standard copper-based PBX systems to a state-of-the-art Voice over Internet Protocol (VoIP) system in the mid 2000's to gain efficiencies and flexibility. This system has been upgraded throughout the years and is kept updated. This Internet Protocol (IP) based system eliminated many pain points for citizens and City staff. This system offers easy access from citizens to get in touch with the city using telephone and the ability to leave voicemails. Static on calls once commonplace was virtually eliminated. City staff has the ability to bring their phones from office to office while their phone numbers follow them without physically moving phone lines. Voice mails now populate inboxes eliminating the need to dial into a central system. Outgoing and incoming calls use shared groups of lines instead of one-to-one mappings greatly reducing the cost of service.

Because the City has invested a great deal of staff time and money in the overall Cisco voice infrastructure over the past twenty years, it is in the best interest of the city to dispense with procurement requirements pursuant to Tracy Municipal Code section 2.20.130(b). Cisco is the leader in VoIP software and hardware space and is used by countless government agencies. This license agreement includes all the maintenance, support, and upgrades associated with the software. The renewal cost for this software is the same as it was in the last fiscal year.

FISCAL IMPACT

Funding for the software is included in the adopted FY2023-24 operating budget. The annual cost of the software subscription agreement is the same as it was the last fiscal year at $31,800.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council a) Adopt a resolution renewing a one-year Agreement and the purchase of an enterprise subscription to Cisco FLEX services for telephone services through Solid Networks for a term of one year and a not-to exceed amount of $31,800, b) Dispense the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.130(b).

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Cowell, Finance Director
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Solid Networks Master Services Agreement

Attachment B – Solid Networks Cisco Flex subscription Statement of Work (SOW)

Solid Networks, Inc.
Master Services Agreement

The following terms and conditions govern our relationship with you and limit our liability for any services or products that we provide to you. Please read these terms carefully and keep a copy for your records.

SCOPE; SERVICES

a) *Scope*. This master services agreement (this "Agreement") governs all services that **Solid Networks, Inc.,** a California corporation with offices located at 5686 Pirrone Road, Salida, California 95368 ("**us**", "**our**", "**we**" or "**SNI**"), performs for, as well as any licenses or products that we sell or re-sell, to you (collectively, the "Services").

b) Quotes. The Services are not described in this Agreement; instead, you will be provided with an electronic quote, proposal, and/or order ("Quote") that describe the Services through which you agree to purchase the Services from us. The Quote may have one or more statements of work (each a "SOW") attached to it that further describe, summarize, and/or define the scope of the Services. **By accepting the Quote, you agree to the terms of each SOW and the terms of this Agreement. If you do not agree to the terms of the SOW and this Agreement, then you should not accept the Quote. From this point forward in this Agreement, Quotes and SOWs will be collectively referred to as "SOW."**

c) *Conflict.* If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Master Services Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

GENERAL REQUIREMENTS

a) *Environment.* For the purposes of this Agreement, "Environment" means, collectively, any computer network (cloud-based or otherwise), computer system, peripheral or device (virtual or physical) installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the Environment or installing software in the Environment, unless we expressly authorize such activity.

b) *Requirements*. At all times, all software on the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

c) *Updates***.** Patches and updates to hardware and software ("Updates") are created and distributed by third parties—such as equipment or software manufacturers—and may be supplied to us from time to time for installation into the Environment. If required under a SOW, we will implement and follow the manufacturers' recommendations for the installation of Updates; however, (i) we do not warrant or guarantee that any Update will perform properly, (ii) we will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) we reserve the right, but not the obligations, to refrain from installing an Update until we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware.

d) *Third Party Support*. If, in our discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and invoice you for all fees and costs involved in that process. If the fees or costs are anticipated in advance or exceed $125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include upgrading the Environment's server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment or the location in which the Environment is maintained, at your sole cost. We will not be responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow SNI's advice or directions, or your unauthorized or unilateral modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.

f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we deem reasonable and necessary.

g) *Authorized Contact(s).* We will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, (ii) who signed the applicable SOW, and/or (iii) who, given the totality of the circumstances, reasonably appears to have been given the authority by you to provide us with directions or consent. If you notify us in writing (*e.g.* by email), your change will take effect no later than three (3) business days after we receive your notice; and, if notice is given in person or by telephone, your change will take effect on the business day on which you provide us with your notice.

h) *Insurance*. If you are supplied with SNI Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. SNI must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to SNI. Upon SNI's request, you agree to provide proof of insurance to SNI, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

FEES; PAYMENT

a) *Fees.* You agree to pay the fees, costs, and expenses described in each SOW. You are responsible for sales tax and any other taxes or governmental fees associated with the Services. If you qualify for a tax exemption, you must provide us with a valid certificate of exemption or other appropriate proof of exemption. You are also responsible for all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes).

b) *Schedule*. All undisputed fees will be due and payable in advance of the provision of the Services. If applicable, recurring payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided, and, if applicable, your designated credit card will be charged on the first business day of the month in which the Services are to be provided.

c) *Nonpayment*. Fees that remain unpaid for more than fifteen (15) days after the due date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 2% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-activation fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

ACCESS

You hereby grant to SNI and its designated third party vendors the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment solely as necessary to enable us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for SNI to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. SNI shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.

LIMITED WARRANTIES; LIMITATIONS OF LIABILITY

a) *Hardware / Software Purchased Through SNI.* All hardware, software, peripherals or accessories purchased through SNI ("Third Party Products") are generally nonrefundable once the product is obtained from SNI's third party provider or reseller. If you require a refund, then the third party provider's or reseller's return policies shall apply. We do not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can be avoided. You will be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. All Third Party Products are provided "as is" and without any warranty whatsoever as between SNI and you (including but not limited to implied warranties).

b) ***Liability Limitations***. **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of our business relationship with you.** You acknowledge and agree that SNI would not enter into any SOW or this Agreement unless SNI could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to SNI), savings, or other indirect or contingent event-based economic loss

arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to SNI for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

INDEMNIFICATION

Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.

TERM; TERMINATION

a) *Term***.** This Agreement begins on the earliest date on which you accept an Order and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

b) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if SNI decides to cease providing a service to all of its customers generally, then SNI may terminate an applicable SOW (or the applicable portion of the SOW) without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without SNI's consent, then you will be responsible for paying the termination fee described in the "Termination for Cause" section, below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

c) *Termination For Cause*. In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, with the notice prominently displaying the heading "Notice of Breach", and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If SNI terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then SNI shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to SNI had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause, then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

d) *Client Activity As A Basis for Termination*. In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by SNI on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then SNI will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

e) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

f) *Equipment / Software Removal*. Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which SNI-owned equipment or software (collectively, "SNI Equipment") is located to enable us to remove all SNI Equipment from the premises. If you fail or refuse to grant SNI access as described herein, or if any of the SNI Equipment is missing, broken or damaged (normal wear and tear excepted) or any of SNI-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items. Certain services may require the installation of software agents in the Environment ("Software Agents"). You agree not to remove, disable, circumvent, or otherwise disrupt any Software Agents unless we explicitly direct you to do so.

g) *Transition; Deletion of Data.* In the event that you request SNI's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to SNI providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this section.

RESPONSE; REPORTING

a) *Response*. We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the Environment, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of the Environment or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:00 AM and 5:00 PM Pacific Time, Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to the Environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in the "Term; Termination" section above are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first forty-five (45) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities and/or familiarization with you (the "Onboarding Exception").

CONFIDENTIALITY

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of SNI, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure*. If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

e) *Business Associate*. If we enter into a business associate agreement ("BAA") with you for the protection of personal health information, then the terms of the BAA will be read in conjunction with the terms of the confidentiality provisions of this Agreement. The terms that protect confidentiality most stringently shall govern, and conflicting privacy- or confidentiality-related terms shall be governed by the BAA.

ADDITIONAL TERMS; THIRD PARTY SERVICES

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. **You agree to be bound by the terms of such EULAs and will look only to the applicable third party provider for the enforcement of the terms of such EULAs.** If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

b) *Third Party Services***.** Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, help desk services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in our sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to SNI or to you.

c) *Data Loss*. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD*. You hereby represent and warrant that we are authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "Devices"), regardless of whether such Devices are owned, leased or otherwise controlled by you. Unless otherwise stated in a SOW, Devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the Environment. **Client is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to us and are not expressly covered under a managed service plan from us ("Unknown Devices").** We will not be responsible for the diagnosis or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and we will not be obligated to provide the Services to any Unknown Devices.

e) *Equipment*. Unless otherwise noted in a SOW or Order, all SNI Equipment is licensed to you, and is neither owned by you nor leased to you. Upon the expiration of an applicable SOW, your license to use the SNI Equipment shall immediately terminate, and thereafter all SNI Equipment must be returned to us immediately at your expense. All configurations on the SNI Equipment are our proprietary information and will not be circumvented, modified, or removed by you without our prior written consent.

OWNERSHIP

Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

ARBITRATION

Except for undisputed collections actions to recover fees due to us ("Collections"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA arbitrator available within a twenty (20) mile radius of our office, then by any arbitration venue as determined by us, pursuant to that venue's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in our office. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

MISCELLANEOUS

a) *Compliance*. Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client's business or operations. Depending on the Services provided, the Services may aid Client's efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

b) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

c) *Security*. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed into the Environment. We do not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. **You are strongly advised to (i) educate your employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (ii) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Unless a malware-related incident is caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.**

d) *Non-Solicitation.* Each party (a "Restricted Party") acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Restricted Party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees with whom the Restricted Party worked to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee of the other party with whom the Restricted Party worked to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this section, the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the Restricted Party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee first year of base salary with the Restricted Party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the Restricted Party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.

e) *Collections*. If we are required to send your account to Collections or to start any Collections-related action to recover undisputed fees, we will be entitled to recover all costs and fees we incur in the Collections process including but not limited to reasonable attorneys' fees and costs.

f) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.

g) *Amendment*. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by SNI, specifically refers to this Agreement or the SOW being amended, and is accepted in writing (email or electronic signature is acceptable) by you.

e) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

f) *Severability*. If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.

g) *Other Terms*. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

h) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

i) *Merger.* This Agreement, together with any and all Quotes and SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services; however, any payment obligations that you have or may have incurred under any prior superseded agreement are <u>not</u> nullified by this Agreement and remain in full force and effect. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement or any Quote or SOW. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. The foregoing sentence shall not apply to any business associate agreement required under HIPAA, which the parties may (if required) enter into after the Effective Date of this Agreement.

j) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

k) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

l) *Insurance.* SNI and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability. We agree to maintain a general liability policy with a limit not less than $1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.

m) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of California. You hereby irrevocably consent to the exclusive jurisdiction and venue of Stanislaus County, California, for any and all claims and causes of action arising from or related to this Agreement.

n) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or SNI in any manner the terms of this Agreement.

p) *Business Day.* If a time period set forth in this Agreement expires on a day other than a business day in Stanislaus County, California, such period will be extended to and through the next succeeding business day in Stanislaus County, California.

q) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to SNI regarding (a) any alleged breach of this Agreement by SNI, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to SNI by U.S. mail or courier, unless such requirement is expressly and specifically waived by SNI. All electronic documents and communications between the parties, including email, will satisfy any "writing" requirement under this Agreement.

r) *Independent Contractor.* SNI is an independent contractor, and is not your employer, employee, partner, or affiliate.

s) *Subcontractors.* Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

t) *Data & Service Access.* Some of the Services may be provided by persons outside of the United States and/or your data may occasionally be accessed, viewed, or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify these standard service provisions, in which case additional (and potentially significant) costs will apply.

u) *Counterparts.* The parties intend to sign, accept and/or deliver any Quote, this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and/or deliver any Quote, this Agreement, any SOW or any amendment electronically (*e.g.*, by digital signature and/or electronic reproduction of a handwritten signature) or by reference (as applicable).

ATTACHMENT B

5686 Pirrone Rd
Salida, CA 95368

Cisco UC FLEX Agreement Renewal (1 Year; Prepaid)

Quote #008339 v1

Prepared for:
City of Tracy

Prepared by:
Mark Ricci

FLEX Collaboration Agreement		Price	Qty	Ext. Price
Cisco FLEX-3 Enterprise UC Agreement: Sub1230292 • 440 knowledge workers + growth for 20% built-in • 220 common area/work-space • 528 Unity Connection voice mail messaging entitlement • Basic Flex Plan support **Renewal Start Date**: 02-Aug-2023 | **Term Length:** 12.00 Months | **Billing Frequency:** Prepaid **Term Dates:** 02-Aug-2023 to 01-Aug-2024, No Auto Renewal ***Cisco's standard FLEX agreement terms and conditions apply***				
A-FLEX-3-Bundle-CoT	**Enterprise Agreement Collaboration Flex Plan 3.0 (1 Year)**	**$26,400.00**	**1**	**$26,400.00**
A-FLEX-3	**Collaboration Flex Plan 3.0 (Annual rate at current size)**		1	
SVS-FLEX-SUPT-BAS	**Enterprise Basic Support for Flex Plan**		1	
A-FLEX-EAPL	**Enterprise On-Premises Calling**		440	
A-FLEX-MSG-ENT	**Enterprise Messaging Entitlement**		528	
A-FLEX-P-CA	**Enterprise Common Area Phone Entitlement**		220	
			Subtotal	**$26,400.00**

FLEX Contact Center Agreement		Price	Qty	Ext. Price
Cisco FLEX-3 Agreement for Contact Center: Sub1230291 • 10 UCCX Premium agents • Basic Flex Plan support **Renewal Start Date:** 01-Aug-2023 | **Term Length:** 12.00 Months | **Billing Frequency:** Prepaid **Term Dates:** 01-Aug-2023 to 31-July-2024, No Auto Renewal ***Cisco's standard FLEX agreement terms and conditions apply***				
A-FLEX-CC-Bundle-CoT	**Flex for Contact Center (1 Year)**	**$5,400.00**	**1**	**$5,400.00**
A-FLEX-CC	**Flex Contact Center**		1	
A-FLEX-PJXPC	**On-Premise UCCX Contact Center Premium Agent**		10	
SVS-FLEX-SUPT-BAS	**Basic Support for Flex Plan**		1	
			Subtotal	**$5,400.00**

Cisco UC FLEX Agreement Renewal (1 Year; Prepaid)

Prepared by:

Solid Networks
Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Prepared for:

City of Tracy
333 Civic Center Dr
Tracy, CA 95376
Midori Lichtwardt
(209) 831-6852
midori.lichtwardt@cityoftracy.org

Quote Information:

Quote #: 008339
Version: 1
Delivery Date: 08/09/2023
Expiration Date: 08/18/2023

Quote Summary

Description	Amount
FLEX Collaboration Agreement	$26,400.00
FLEX Contact Center Agreement	$5,400.00
Total:	**$31,800.00**

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks

Signature:

Name: Mark Ricci

Title: Account Manager

Date:

City of Tracy

Signature:

Name: Midori Lichtwardt

Title: Interim City Manager

Date:

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

a. **ADOPTING A RESOLUTION APPROVING THE RENEWAL ON A ONE-YEAR AGREEMENT FOR THE PURCHASE OF AN ENTERPRISE SUBSCRIPTION TO CISCO FLEX FOR TELEPHONE SERVICES THROUGH SOLID NETWORKS FOR A TERM OF ONE YEAR AND A NOT TO EXCEED AMOUNT OF $31,800 AND**
b. **TO DISPENSE OF THE PROCUREMENT REQUIREMENT FOR THIS AGREEMENT PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.130(B)**

WHEREAS, the phone system is an important tool for the City and residents to communicate and conduct business; and

WHEREAS, the phone system requires an annual software subscription to the vendor whose hardware and software is used to make the phone system work; and

WHEREAS, this subscription agreement renews the City's existing VoIP phone system licenses for an additional twelve months; and

WHEREAS, Tracy Municipal Code section 2.20.130(B) permits the City Council to dispense a formal request for proposal process when it is in the best interest of the City; and

WHEREAS, the cost of the phone system software subscription is $31,800 per year (including tax) and this was unchanged from last year, and the cost was budgeted in the FY2023/2024 budget cycle and the funds are available; now, therefore, be it

RESOLVED: That City Council adopt a resolution renewing a one-year agreement for the purchase of an enterprise subscription to Cisco FLEX for telephone services through Solid Networks for a term of one year and a not-to exceed amount of $31,800; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby finds that it is in the best interest of the City to dispense the proposal process requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.130(B).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th of September 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

September 19, 2023

Agenda Item 1.M

RECOMMENDATION

Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the Public Park known as the Tracy Hills Phase 1B Public Park, located within an approximately 9.73-acre area comprised of parcels J, L, M and a portion of parcel K on the Final Subdivision Map for Tract 4084 – Tracy Hills Village 9B; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve the Subdivision Improvement Agreement (SIA) for the public park improvements known as the Tracy Hills Phase 1B Public Park, located within an approximately 9.73-acre area comprised of Parcels J, L, M and a portion of Parcel K on the Final Subdivision Map for Tract 4084 – Tracy Hills Village 9B (Phase 1B Park) (see Attachment A). Completion of the Phase 1B Park is a requirement of the Conditions of Approval for the Vesting Tentative Subdivision Map (VTSM) for Tracy Hills Phase 1B (Project) (see Attachment B) approved by the City Council on November 10, 2020. As explained below, various other improvements also are unsatisfied Conditions of Approval for the VTSM.

On October 19, 2021, the City Council approved two Final Maps for the Project: Tract 4083 and Tract 4084. The tract that subdivided the parcel for the Phase 1B Park is Tract 4084.

However, as the various improvements required under the VTSM had not been completed, the City Council also approved, concurrently with the Final Maps, an SIA for landscaping improvements on Tract 4084 and a Deferred Improvement Agreement (DIA) for the Phase 1B Park and the other outstanding improvements.

Given the extensive list of outstanding improvements, the procedurally proper path would have been to determine, prior to approval of the Final Maps, whether the unsatisfied VTSM Conditions of Approval needed to be removed as Conditions of Approval, shifted to other Project entitlements, or be the cause of delay for the Final Map approvals until most of the Conditions could be satisfied so that the requisite infrastructure was in place before homes were being constructed and sold. At this time, staff is analyzing the status of these outstanding improvements that are required to be completed by this Project. Upon completion of that analysis, staff anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval.

BACKGROUND AND LEGISLATIVE HISTORY

On November 10, 2020, the 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 (VTSM) (see Attachment D). The Tracy Hills Phase 1B project is situated 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. On July 21, 2021, the City of Tracy issued an administrative

grading permit for the Project. On October 19, 2021, the City Council approved two Final Maps for Tracy Hills Phase 1B: Tract 4083 and Tract 4084. The tract that subdivided the parcel for the Phase 1B Park is Tract 4084 and this Final Map and an SIA for landscaping improvements was approved pursuant to Resolution No. 2021-149. Also, on October 19, 2021, the City Council approved a DIA for the Project pursuant to Resolution No. 2021-151 (Attachment F).

Under the Subdivision Map Act, a legislative body cannot approve a final map if there are outstanding conditions of approval. The one exception to that rule is that, for public improvements, the legislative body can, prior to or concurrently with the approval of the final map, enter into a binding agreement, that includes requisite security, with the applicant to complete the outstanding public improvements within a defined period of time. The exception is meant to be used as a last resort. As noted above, given the extensive list of outstanding Conditions of Approval for the VTSM for this Project, the procedurally proper path would have been to determine, prior to approval of the Final Maps, whether the unsatisfied VTSM Conditions of Approval needed to be removed as Conditions of Approval, shifted to other Project entitlements, or be the cause of delay for the Final Map approvals until most of the Conditions of Approval could be satisfied so that the requisite infrastructure was in place before homes were being constructed and sold.

At this time, staff is analyzing the status of the outstanding improvements that are required to be completed by this Project. Upon completion of that analysis, staff anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval.

In addition, the City approved an amendment to the final map and the DIA but said amendments do not impact Phase 1B's public park.

ANALYSIS.

The relevant Condition of Approval for the subject SIA is Condition B.9.a, which states as follows:

Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City council before final inspection of occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

While the City Council did approve the DIA that was referenced above, prior to the approval of the Final Map, the DIA include 6 pages of unsatisfied Conditions of Approval and was not unique for Phase 1B Park. In addition, it is unclear whether adequate security was provided by the Developer, as is required under State law for such agreements. As noted above, staff is analyzing these issues and will return to the City Council for separate actions.

The City's Building Official has confirmed that, as of the date of publication, the Project has received final inspections on 122 dwelling units. In addition, the Project is nearing completion and will soon be seeking final inspections on approximately 331 additional units. The Building

Official also has issued plumbing only permits for an additional 109 units and more comprehensive sets of permits for an additional 110 units. Given these facts, the trigger of the 180th dwelling unit likely will occur prior to Developer's completion of the Phase 1B Park and the Developer will not be permitted to continue construction when such trigger hits until the park has been completed and accepted by the City Council.

While the Developer has asserted that the City has delayed scheduling this item to the City Council on a timely basis and therefore delayed their ability to construct Phase 1B Park, the fact remains that the Conditions of Approval stipulating all of the public infrastructure have been known to the Developer since the VTSM was approved back in 2020. While the Conditions of Approval have trigger dates, these dates are only **outside** dates of performance and the responsibility to ensure compliance with these outside dates reside fully with the Developer. In fact, across the State, jurisdictions require most of the public infrastructure to be completed early and often before the first dwelling unit is under construction.

The Final Map for Tract 4084 - Tracy Hills Village 9B, and the Amended Final Map for Tract 4084 - Tracy Hills Village 9B, recorded in San Joaquin County Recorder's Office, include offers of dedication to the City of the parcels comprising the Park Site as allowable by Government Code Section 66439. Upon completion of the Tracy Hills Phase 1B Public Park improvements, the City will complete the dedication of the Public Park per Government Code Section 66477.1 and assume ownership of the park improvements.

Improvement plans and specifications, which describe in detail the Tracy Hills Phase 1B Public Park improvements required under the subject SIA (Attachment C), were prepared at the request of the Developer and have been approved by the City Engineer.

The Developer has executed the SIA and has submitted the required security to guarantee completion of the Tracy Hills Phase 1B Public Park improvements. The SIA is attached and associated Improvement Plans are on file with the City Engineer.

Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for all 432 single-family residential lots based upon a neighborhood park area of 5.38 acres.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. Developer will pay for the cost of plan checking, engineering inspection and processing of the Subdivision Improvement Agreement.

PUBLIC OUTREACH / INTEREST

All public outreach for the Tracy Hills Phase 1B development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held in October and November 2021 to consider the General Plan Amendment, Specific Plan Amendment and Vesting Tentative Subdivision Map for the overall project. Additional public outreach specifically for Subdivision Improvement Agreement for the Tracy Hills Phase 1B Public Park is not required.

COORDINATION

This Staff Report was prepared by the Development Services – Engineering Division and coordinated with the Parks and Recreation Department. No coordination was required with outside organizations.

CEQA DETERMINATION

An Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016. The Tracy Hills Phase 1B Public Park improvements are within the scope of the development evaluated by the existing EIR and therefore no further environmental review is required for the project under CEQA.

STRATEGIC PLAN

This item is consistent with the City Council's approved Economic Development Strategy to ensure that physical infrastructure necessary for development is constructed.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the Public Park known as the Tracy Hills Phase 1B Public Park, located within an approximately 9.73-acre area comprised of parcels J, L, M and a portion of parcel K on the Final Subdivision Map for Tract 4084 – Tracy Hills Village 9B; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer
Danis Isho, PE, SE, Senior Civil Engineer

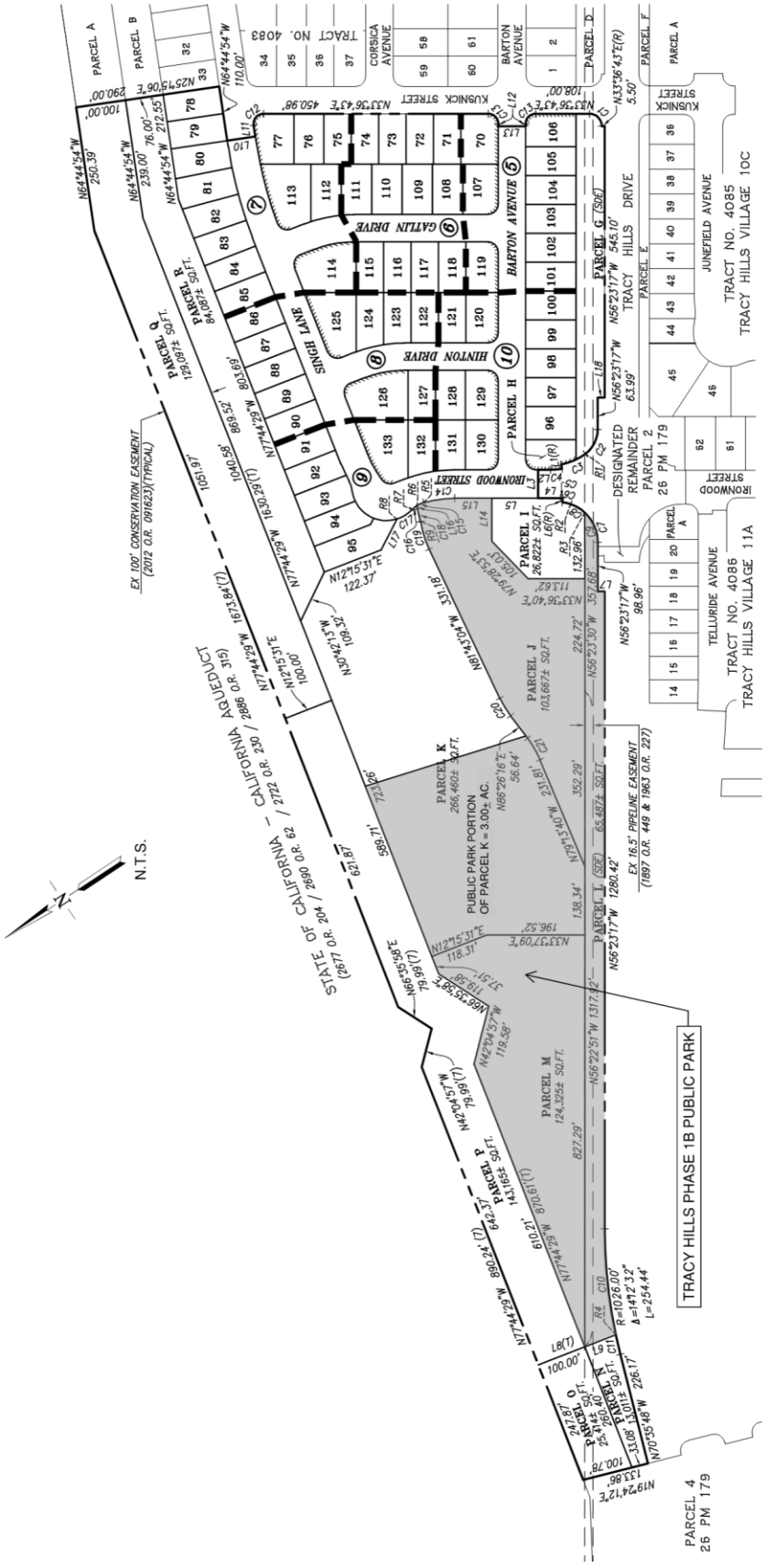
Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map Phase 1B Public Park
Attachment B – Vesting Tentative Subdivision Map
Attachment C – Subdivision Improvement Agreement Phase 1B Public Park
Attachment D – VTM Staff Report, Resolution 2020-188, COAs
Attachment E – FM Staff Report, Resolution 2021-149, SIA
Attachment F – DIA Phase 1B Staff Report, Resolution 2021-151, DIA

ATTACHMENT A
LOCATION OF PARK SITE



Attachment B

VESTING TENTATIVE MAP - TRACT 4004
TRACY HILLS - PHASE 1B

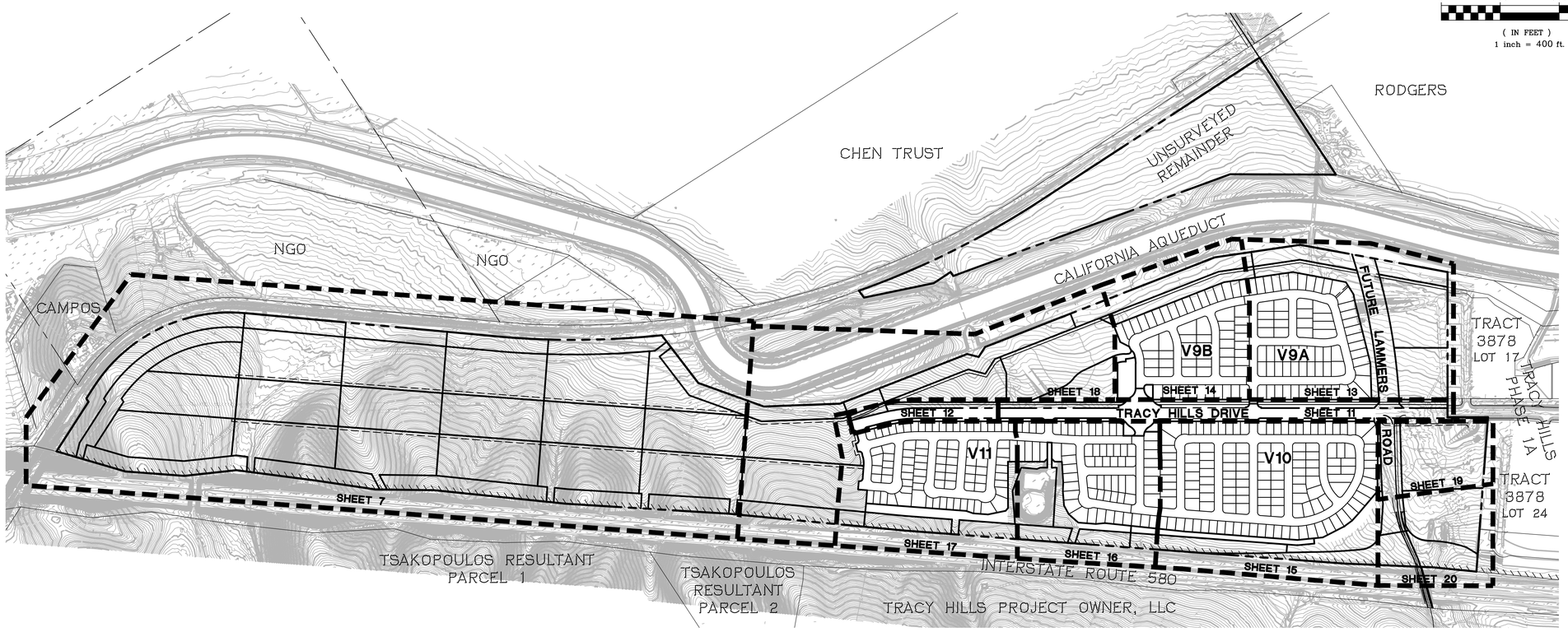
CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA

BASIS OF BEARING:

THE LINE BETWEEN TWO FOUND MONUMENTS AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN, TAKEN AS N44°38'35"W, IS THE BASIS OF BEARING FOR THIS MAP.

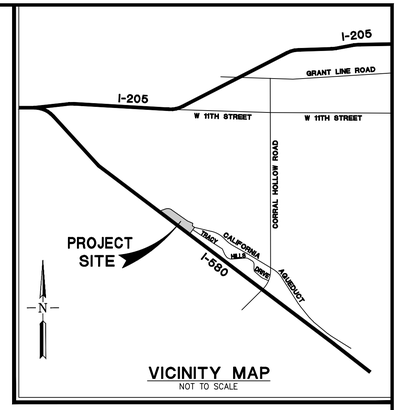
BENCHMARK:

BASIS OF ELEVATIONS:
PER GEOLOGIC CONTROL NETWORK RECORD OF SURVEY FOR CITY OF TRACY. RECORDED BOOK 36 PAGE 118 ELEVATION SHOWN ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BASED LOCALLY UPON ELEVATION FOR THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEOLOGIC SURVEY: P.T. 3022 "L1259 1974" ELEV. 250.25'



0 400 800 1200

(IN FEET)
1 inch = 400 ft.



VICINITY MAP
NOT TO SCALE

LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	EASEMENT LINE	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	FLOW LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
8"RCW	RECLAIMED WATER	EX 8"RCW
	RETAINING WALL	
	SOUND WALL	
	CURB & GUTTER	
	SIDEWALK	
	STORM WATER INLET	
	FIELD INLET	
	MANHOLE	
	FIRE HYDRANT	
	BLOWOFF RISER	
	GATE VALVE	
x x	FENCE	x x
	SLOPE	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	×525.2

LOCATION/INDEX MAP

SCALE: 1"=400'

SHEET INDEX

Sheet Number	Sheet Title
1	TITLE SHEET
2	EXISTING CONDITION PLAN
3	STREET SECTIONS AND DETAILS
4	RESIDENTIAL LOT AREA SUMMARY
5	STORM DRAIN DETAILS
6	OWNERSHIP EXHIBIT
7	OWNERSHIP EXHIBIT
8	OVERALL SANITARY SEWER PLAN
9	OVERALL STORM DRAIN SYSTEM PLAN
10	OVERALL WATER SYSTEM PLAN
11	TRACY HILLS DRIVE
12	TRACY HILLS DRIVE
13	VILLAGE 9A AND HDR PARCELS
14	VILLAGE 9A & 9B
15	VILLAGE 10
16	VILLAGE 10 & 11
17	VILLAGE 11
18	RETENTION BASIN & PARK
19	GHC PARCEL T
20	GHC PARCEL U

GENERAL NOTES:

1. OWNER/DEVELOPER: TRACY PHASE IB, LLC
24 W. 10TH STREET
TRACY, CA 95376
CONTACT: JOHN PALMER

2. CIVIL ENGINEER: RUGGERI-JENSEN-AZAR
2541 WARREN DRIVE, SUITE 100
ROCKLIN, CA 95677
(916) 630-8900
CONTACT: JOHN ZELLMER, RCE 46914

3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED
17278 GOLDEN VALLEY PARKWAY
LATHROP, CA 95330
(209) 835-0610
CONTACT: STEVE HARRIS, GE

4. ASSESSOR'S PARCEL NUMBERS: 251-040-08, 251-050-07
251-050-09, 251-060-07

5. LEGAL DESCRIPTION: REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING ALL OF THE UNDIVIDED REMAINDER PROPERTY REFERENCED ON PARCEL MAP FILED FOR RECORD AUGUST 8, 2013 IN BOOK 25 OF PARCEL MAPS AT PAGE 168, SAN JOAQUIN COUNTY RECORDS. SAME PROPERTY BEING A PORTION OF RESULTANT PARCEL NO. 1 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. MS13-0002 ATTACHED TO THAT CERTAIN DEED RECORDED FEBRUARY 1, 2013 AS DOCUMENT NO. 2013-015451, OFFICIAL RECORDS.

6. CURRENT USE: AGRICULTURAL/GRAZING

7. ZONING: TRACY HILLS SPECIFIC PLAN

8. GENERAL PLAN LAND USE DESIGNATION: RESIDENTIAL MEDIUM (MDR-TH)
RESIDENTIAL HIGH (HDR-TH)
COMMERCIAL (GHC-TH)
BUSINESS PARK (MU-BP-TH)

9. GROSS AREA: 309.87± ACRES

10. TOTAL PROPOSED RESIDENTIAL LOTS: 432 LOTS

11. UTILITIES:

WATER:	CITY OF TRACY
GAS & ELECTRIC:	PACIFIC GAS & ELECTRIC
SANITARY SEWER:	CITY OF TRACY
STORM DRAIN:	CITY OF TRACY
FIRE:	CITY OF TRACY
TELEPHONE:	AT&T
CABLE TV:	COMCAST

12. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP PREPARED BY TETRATECH IN JANUARY 2013.

13. BOUNDARY AS SHOWN IS BASED ON A RESOLVED BOUNDARY PREPARED BY RUGGERI-JENSEN-AZAR IN JULY 2018.

14. THE PROPERTY LIES WITHIN NO SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP NUMBER 06077 C0730F (06077CIND0B), EFFECTIVE DATE, OCTOBER 20, 2016.

15. THE DEVELOPER MAY FILE MULTIPLE FINAL MAPS AFTER TENTATIVE MAP APPROVAL.

16. EXISTING CONSERVATION EASEMENT "GAPS" ALONG I-580 WILL BE REALIGNED TO MATCH I-580 STORM DRAIN OUTLETS.

17. IMPROVEMENTS SHOWN ON THIS VTM ARE SUBJECT TO REVISION IN FINAL DESIGN.

ABBREVIATIONS

(#)	DENOTES SHEET NOTE NUMBER	JUT	JOINT UTILITY TRENCH
AB	AGGREGATE BASE	LP	LOW POINT
AC	ASPHALT CONCRETE	P	PAD ELEVATION
BLDG	BUILDING	PAE	PRIVATE ACCESS EASEMENT
C & G	CURB & GUTTER	PUE	PUBLIC UTILITY EASEMENT
CMP	CORRUGATED METAL PIPE	R	RADIUS
DG	DECOMPOSED GRANITE	RCW	RECLAIMED WATER
DRN	DRAINAGE OPEN SPACE	RET	RETAINING WALL
EX	EXISTING	RW	RIGHT OF WAY
FC	FACE OF CURB	SD	STORM DRAIN
FSW	FRONT OF SIDEWALK	SS	SANITARY SEWER
GB	GRADE BREAK	SSFM	SANITARY SEWER FORCE MAIN
HP	HIGH POINT	TC	TOP OF CURB
		W	WATER

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE TRACY MUNICIPAL CODE AND THE SUBDIVISION MAP ACT AS TO FORM AND CONTENT.

_____ _____
CITY ENGINEER DATE

PLANNING COMMISSION FILING CERTIFICATE

TENTATIVE MAP FILED THIS ____ DAY OF ____ 20__ IN THE OFFICE OF THE TRACY PLANNING COMMISSION, TRACY, CALIFORNIA. ACCOMPANIED WITH APPROPRIATE FILING FEES. THIS CERTIFICATE DOES NOT DEEM THIS APPLICATION COMPLETE.

CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS TENTATIVE MAP _____ BY RESOLUTION NO. _____.

_____ _____ _____
CITY CLERK DATE

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY RUGGERI-JENSEN-AZAR UNDER MY DIRECTION

_____ _____
JOHN S. ZELLMER, RCE 46914 DATE

REGISTERED PROFESSIONAL ENGINEER
JOHN STEPHEN ZELLMER
No. 46914
CIVIL
STATE OF CALIFORNIA

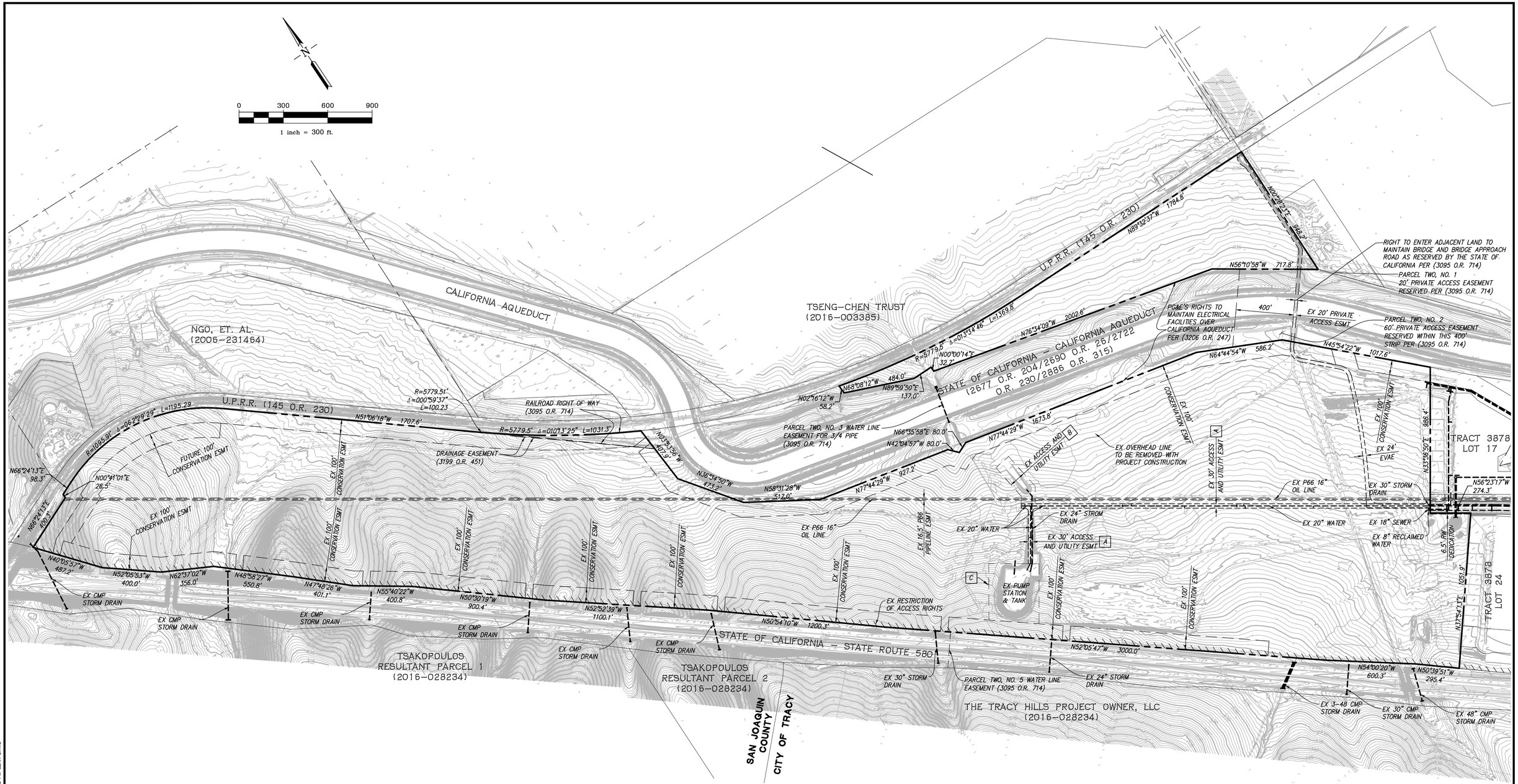
OWNER/DEVELOPER

_____ _____
JOHN STANEK, TRACY PHASE IB, LLC DATE

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 1 OF 20

G:\J2020\185011\TENTATIVE MAP\TENT-MAP SHEETS\01-TS-185011TM.DWG 9/30/2020 1:34:19 PM SEAN DAVIS



NOTE:
THE FOLLOWING EASEMENTS WILL BE QUITCLAIMED WITH THE APPROPRIATE TRACT 4004 FINAL MAPS:

A EXISTING 30' ACCESS AND UTILITY EASEMENT (2018-111550)

B ACCESS AND UTILITY EASEMENT (NOT YET RECORDED)

C TANK AND PUMP STATION EASEMENT (NOT YET RECORDED)

VESTING TENTATIVE MAP - TRACT 4004
EXISTING CONDITION PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 2 OF 20

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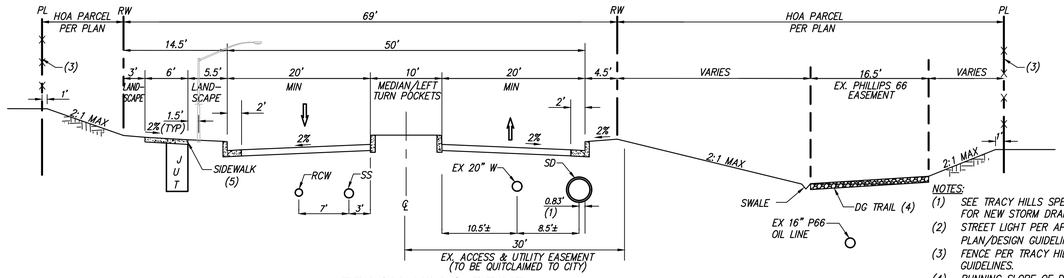
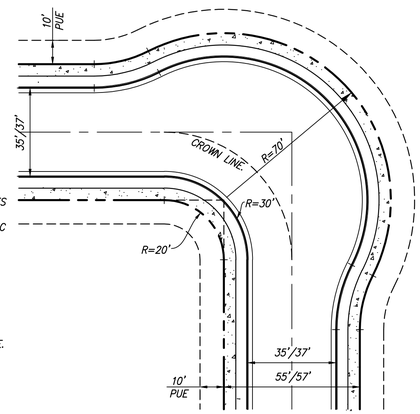


TRACY HILLS DRIVE (6)

NO SCALE

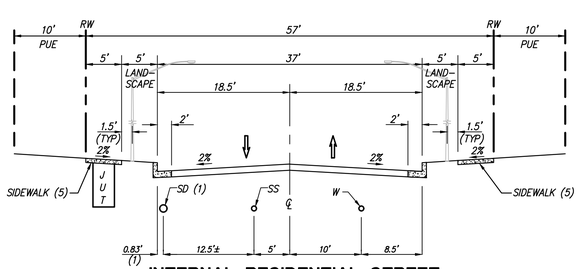
NOTES:

(1) SEE TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES FOR NEW STORM DRAIN INLETS.
(2) STREET LIGHT PER APPROVED TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(3) FENCE PER TRACY HILLS SPECIFIC PLAN/DESIGN GUIDELINES.
(4) RUNNING SLOPE OF DG TRAIL SHALL NOT BE STEEPER THAN 1:20 (5%) PER CBC.
(5) ALL WALKS SHALL BE CONSTRUCTED WITH 2% MAXIMUM CROSS-SLOPES.
(6) TRACY HILLS DRIVE CROSS SECTION HAS BEEN REVISED TO MEET 20' LANE WIDTHS PER FIRE CODE. PLAN VIEW LINEWORK HEREON WAS NOT UPDATED.



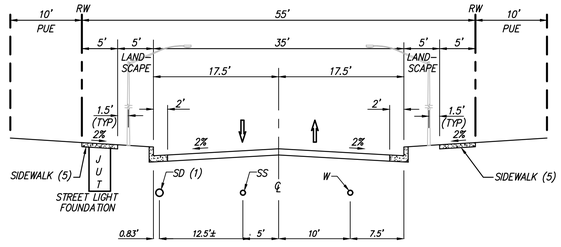
KNUCKLE DETAIL

SCALE: 1"=30'



INTERNAL RESIDENTIAL STREET

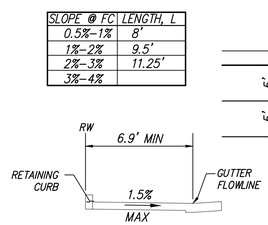
NO SCALE



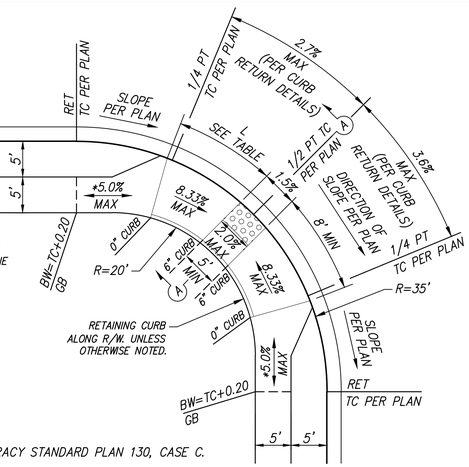
INTERNAL RESIDENTIAL STREET MAXIMUM BLOCK LENGTH OF 500 FEET

NO SCALE

SLOPE @ FC	LENGTH, L
0.5%–1%	8'
1%–2%	9.5'
2%–3%	11.25'
3%–4%	



SECTION A-A

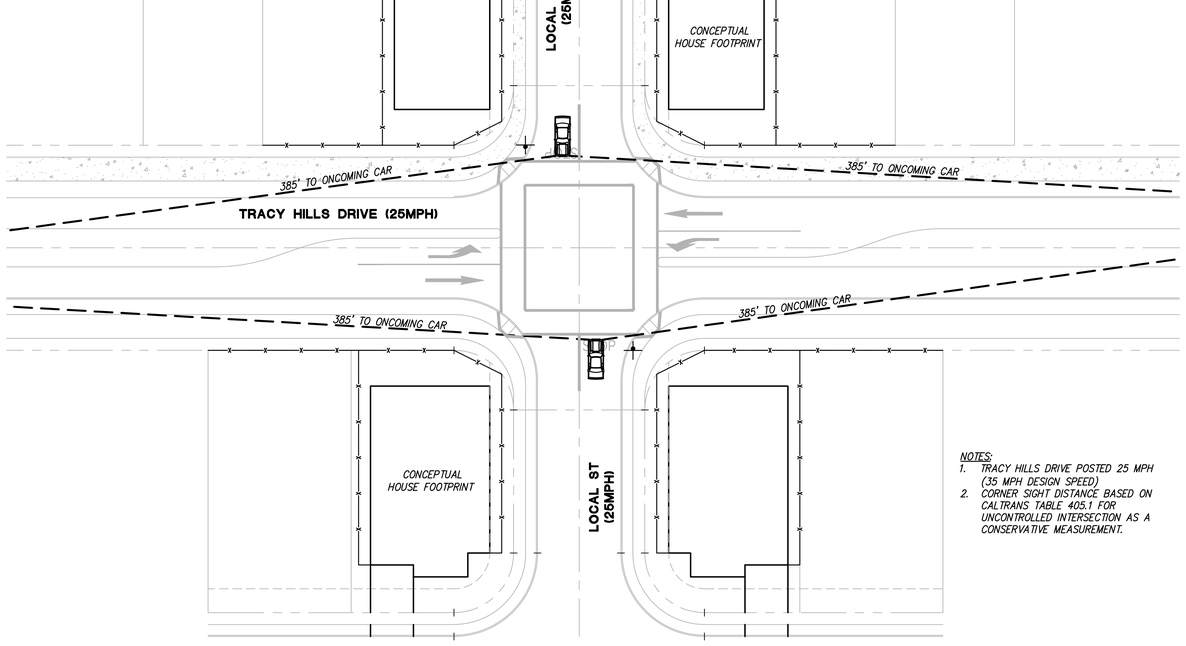


NOTES:

1. ALL RAMPS SHALL BE PER CITY OF TRACY STANDARD PLAN 130, CASE C.
2. CURB RETURN RADII SHALL BE 35'. SEE PLAN FOR CURB LENGTH AND SLOPE.
3. SEE LANDSCAPE PLANS FOR IRRIGATION SLEEVE LOCATIONS.
4. *SHOULD CONTRACTOR BE UNABLE TO MEET MAXIMUM GRADES SHOWN, CONTACT ENGINEER (RJA) PRIOR TO POURING.
5. MAX SLOPES SHOWN ARE ALONG GUTTER FLOWLINE AND ALLOW FOR 1.5% LANDING AT BOTTOM OF RAMP. (SEE CURB RETURN DETAILS ON IMPROVEMENT PLAN SHEETS.) CONTRACTOR TO PROVIDE 1.5% LANDING AT BOTTOM OF RAMP.

TYPICAL CURB RAMP DETAIL

NO SCALE

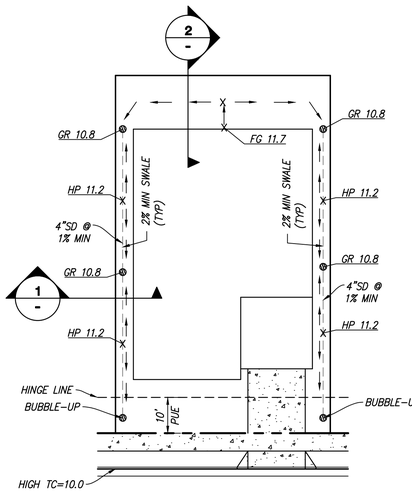


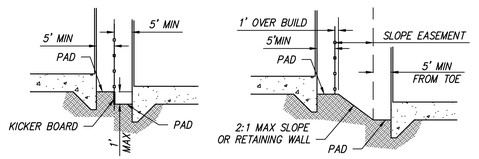
NOTES:

1. TRACY HILLS DRIVE POSTED 25 MPH (35 MPH DESIGN SPEED)
2. CORNER SIGHT DISTANCE BASED ON CALTRANS TABLE 405.1 FOR UNCONTROLLED INTERSECTION AS A CONSERVATIVE MEASUREMENT.

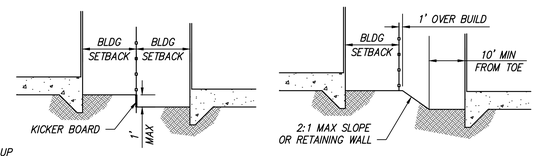
SIGHT DISTANCE DETAIL

SCALE: 1"=30'





SECTION 1



SECTION 2

TYPICAL LOT GRADING DETAIL

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4004

STREET SECTIONS AND DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 3 OF 20

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VILLAGE 9A

55' X 90'

VILLAGE 9A	
LOT #	AREA (SF)
1	6,091
2	5,500
3	5,500
4	5,500
5	5,500
6	5,500
7	5,500
8	5,500
9	5,500
10	5,529
11	7,387
12	10,459
13	11,547
14	7,656
15	6,368
16	6,325
17	6,325
18	6,325
19	6,325
20	6,325
21	6,325
22	6,381
23	8,735
24	9,585
25	5,893
26	5,899
27	6,231
28	6,534
29	7,046
30	6,792
31	6,234
32	6,270
33	6,270
34	7,456
35	6,146

VILLAGE 9A	
LOT #	AREA (SF)
36	6,188
37	7,377
38	6,592
39	5,538
40	5,500
41	8,144
42	7,236
43	7,055
44	7,055
45	7,142
46	9,828
47	8,213
48	7,452
49	8,646
50	7,711
51	5,577
52	5,592
53	5,815
54	6,013
55	6,050
56	6,050
57	6,050
58	6,050
59	6,624
60	6,014
61	5,500
62	5,500
63	5,500
64	5,500
65	5,500
66	5,500
67	5,500
68	5,500
69	9,131

VILLAGE 9B

55' X 100'

VILLAGE 9B	
LOT #	AREA (SF)
70	7,489
71	5,555
72	5,555
73	5,555
74	5,555
75	5,555
76	5,555
77	8,115
78	6,270
79	6,270
80	6,621
81	6,867
82	6,632
83	6,328
84	6,050
85	6,050
86	6,050
87	6,050
88	6,050
89	6,050
90	6,050
91	6,050
92	6,059
93	6,124
94	6,523
95	8,314
96	6,722
97	5,858
98	5,858
99	5,858
100	5,858
101	5,858

VILLAGE 9B	
LOT #	AREA (SF)
102	5,858
103	5,858
104	5,858
105	5,858
106	6,580
107	7,085
108	6,161
109	6,161
110	6,161
111	6,172
112	6,558
113	10,734
114	10,829
115	5,618
116	5,618
117	5,610
118	5,610
119	6,540
120	6,475
121	5,555
122	5,555
123	5,592
124	6,059
125	10,115
126	11,428
127	5,500
128	6,000
129	6,014
130	6,014
131	6,022
132	5,898
133	10,820

VILLAGE 10

50' X 85'

VILLAGE 10	
LOT #	AREA (SF)
1	6,448
2	5,454
3	5,202
4	4,950
5	4,950
6	4,950
7	4,950
8	6,469
9	4,950
10	4,950
11	4,950
12	4,950
13	4,950
14	4,950
15	5,529
16	5,527
17	6,232
18	4,950
19	4,950
20	5,580
21	5,580
22	5,580
23	5,580
24	5,944
25	5,944
26	5,580
27	5,580
28	5,580
29	5,580
30	4,950
31	4,950
32	6,810
33	6,893
34	7,273
35	5,848
36	4,950
37	4,950
38	4,950
39	4,950
40	5,314
41	5,315
42	4,500
43	4,500
44	4,500
45	4,500
46	4,500
47	4,500
48	4,500
49	4,500
50	4,500

VILLAGE 10	
LOT #	AREA (SF)
51	4,500
52	4,535
53	5,154
54	10,502
55	9,440
56	5,271
57	5,174
58	5,099
59	6,320
60	7,189
61	7,042
62	6,510
63	6,192
64	6,346
65	6,345
66	5,989
67	6,015
68	6,274
69	5,738
70	9,477
71	9,400
72	5,373
73	5,500
74	6,617
75	5,658
76	6,506
77	5,060
78	5,058
79	6,196
80	6,334
81	6,447
82	8,247
83	7,376
84	5,015
85	5,005
86	5,005
87	5,374
88	4,950
89	4,950
90	4,950
91	4,950
92	4,950
93	4,950
94	5,066
95	5,326
96	5,224
97	5,148
98	5,108
99	5,104
100	5,136

VILLAGE 10	
LOT #	AREA (SF)
101	5,891
102	4,950
103	4,950
104	4,950
105	4,950
106	5,202
107	5,454
108	6,448
109	6,533
110	6,050
111	5,500
112	5,500
113	5,500
114	5,500
115	5,500
116	6,314
117	7,412
118	6,000
119	6,000
120	6,000
121	6,000
122	6,000
123	8,069
124	5,314
125	4,500
126	4,500
127	4,500
128	4,500
129	4,500
130	4,500
131	4,536
132	4,455
133	12,667
134	8,658
135	5,351
136	5,575
137	5,501
138	5,500
139	5,500
140	5,500
141	5,500
142	8,628
143	9,870
144	6,660
145	6,660
146	6,660
147	6,654
148	6,530
149	6,480
150	6,643

VILLAGE 11

47' X 70'

VILLAGE 11	
LOT #	AREA (SF)
1	4,710
2	3,955
3	3,955
4	3,955
5	3,955
6	3,955
7	4,707
8	4,651
9	3,640
10	3,640
11	3,640
12	3,640
13	4,814
14	8,901
15	5,762
16	5,409
17	5,057
18	4,704
19	6,005
20	4,371
21	3,379
22	3,396
23	3,397
24	3,380
25	5,379
26	5,204
27	5,308
28	5,449
29	5,980
30	6,455
31	9,812
32	8,078
33	6,440
34	6,472
35	6,143
36	6,028
37	5,930
38	7,796
39	3,994
40	4,606
41	4,606
42	4,606
43	4,606
44	4,606
45	4,602
46	4,526
47	4,390
48	5,067
49	8,208
50	6,571

VILLAGE 11	
LOT #	AREA (SF)
51	6,931
52	7,090
53	7,250
54	7,623
55	4,646
56	3,761
57	3,625
58	3,488
59	3,359
60	3,311
61	3,311
62	3,311
63	3,311
64	3,311
65	3,311
66	3,311
67	3,311
68	3,311
69	3,311
70	3,311
71	3,311
72	3,311
73	3,594
74	3,549
75	3,543
76	3,552
77	3,362
78	3,290
79	4,352
80	4,262
81	5,529
82	3,990
83	3,904
84	4,189
85	3,525
86	3,525
87	3,795
88	5,325
89	4,227
90	4,227
91	4,140
92	4,866
93	9,432
94	3,630
95	3,411
96	3,881
97	4,275
98	4,275
99	4,275
100	5,339

VILLAGE 11	
LOT #	AREA (SF)
101	5,118
102	4,136
103	4,136
104	4,136
105	4,136
106	4,036
107	3,588
108	11,146
109	3,548
110	3,530
111	3,854
112	3,833
113	3,812
114	3,795
115	4,128
116	4,227
117	7,106
118	10,100
119	5,358
120	4,313
121	4,408
122	4,444
123	4,580
124	5,269
125	4,617
126	5,070
127	4,389
128	4,389
129	4,389
130	4,389
131	4,301
132	3,906
133	3,990
134	3,990
135	3,990
136	3,990
137	4,193
138	4,815
139	4,120
140	4,120
141	4,120
142	4,120
143	4,301
144	3,906
145	3,745
146	3,745
147	3,745
148	3,745
149	3,962

VESTING TENTATIVE MAP - TRACT 4004

RESIDENTIAL LOT AREA SUMMARY - 432 LOTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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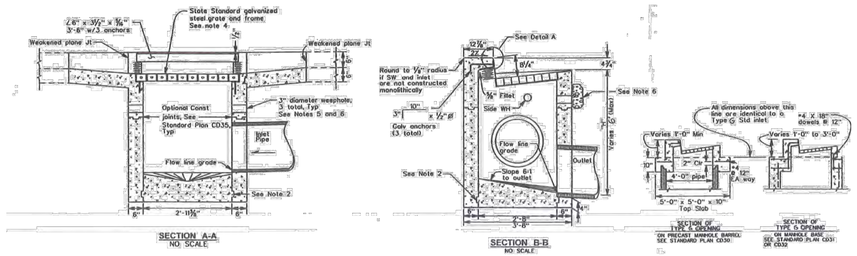
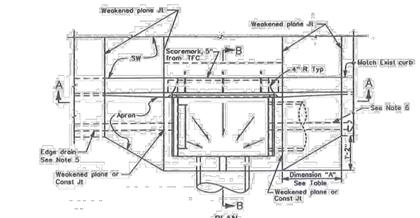
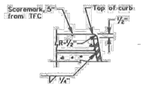






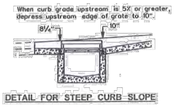
NOTES:

1. For Inlet General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown, other locations are subject to the approval of the Public Works Department. Key dimensions 3/4" x 3".
3. When dimension "H" exceeds 6'-0", use a manhole base with Type "C" inlet top.
4. See Caltrans Standard Plan D77A for inlet frame and Caltrans Standard Plan D77B for type 24-105 inlet grate.
5. If edge drains are specified by Public Works Department or shown on the plans.
6. See Standard Plan CD35 for weephole drainage details unless edge drain is shown on plans or as specified by Public Works Department.

TABLE

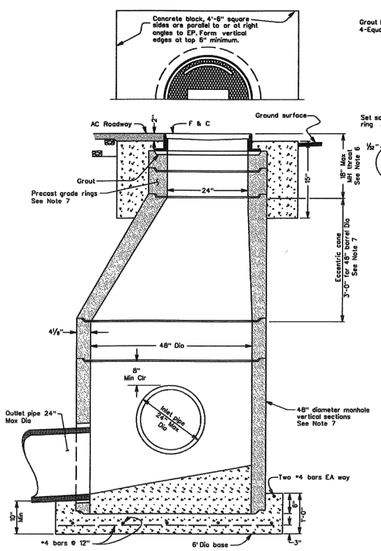
DIMENSION "A" (in)		
UPSTREAM CURB GRADE	"A" UPSTREAM	"A" DOWNSTREAM
20' and less	24	24
4%	36	24
5%	48	24
6%	60	24
7%	72	24
8%	84	12
9%	96	12
10%	108	12
10% and greater	120	12

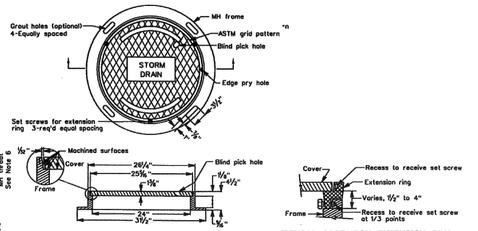
See "DETAIL FOR STEEP CURB SLOPE"



CD 27 - TYPE "G" INLET

NO SCALE



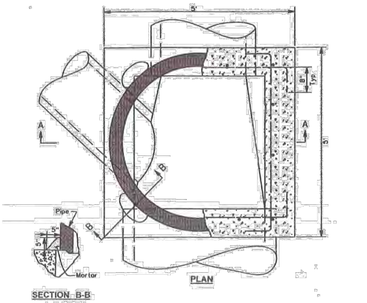


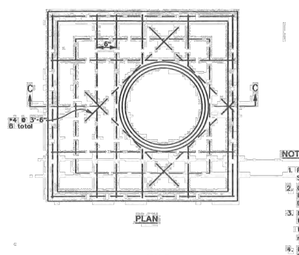
NOTES:

1. For General Manhole Notes and Details, see Standard Plan CD35.
2. All concrete joints shall be cleaned wetted, and mortared prior to setting next section. Joints shall then be patched, troweled, and brushed smooth.
3. Frame and extension rings must be secured by concrete block, unless approved otherwise by the Public Works Department.
4. Manhole cover frame shall be adjusted to conform to grade and cross slope of pavement.
5. Manhole frame and cover shall be Phoenix Iron (Oakland) Model P-1090 or South Bay Foundry No. 1800 CPH or approved equivalent.
6. Use of precast grade rings are limited by 18" maximum manhole throat length. Cast iron extension rings are allowed for conforms to pavement overlays only.
7. The precast components shall conform to the Central Precast (U.S. Concrete Precast Group, Northern California) Drawing Nos. 20-48C, 20-48V and 20-48 EC, or equivalent.

CD 30 - TYPE 1 MANHOLE

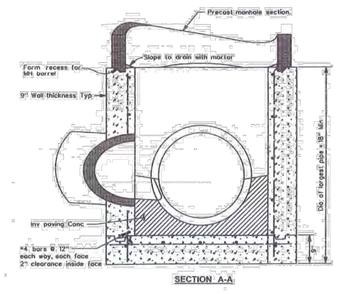
NO SCALE

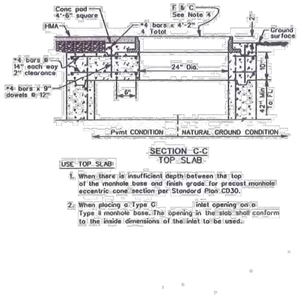




NOTES:

1. For Manhole General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. Other locations are subject to approval by the Public Works Department. Key dimensions are 3/4" x 3".
3. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made in a single wall use a Type III manhole base. (See Std Pln CD32).
4. For details of manhole frame and cover, See Standard Plan CD30.



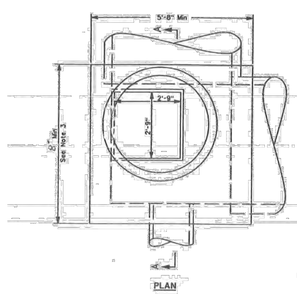


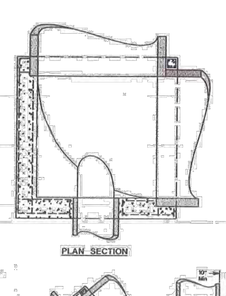
USE TOP SLAB:

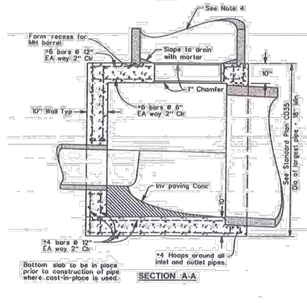
1. When there is insufficient depth between the top of the manhole base and finish grade for precast manhole eccentric cone section per Standard Plan CD30.
2. When placing a Type C inlet opening on a Type II manhole base. The opening in the slab shall conform to the inside dimensions of the inlet to be used.

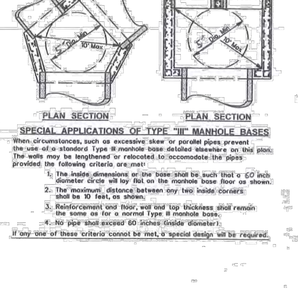
CD 31 - TYPE II MANHOLE BASE

NO SCALE







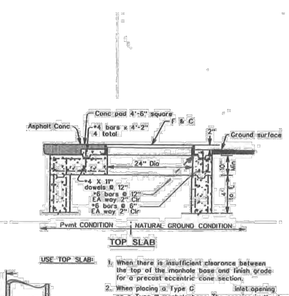


SPECIAL APPLICATIONS OF TYPE "III" MANHOLE BASES

When circumstances, such as excessive skew or parallel pipes prevent the use of a standard Type III manhole base detailed elsewhere on this plan, the walls may be lengthened or relocated to accomodate the pipes provided the following criteria are met:

1. The inside dimensions of the base shall be such that a 60 inch diameter circle will lay flat on the manhole base floor as shown.
2. The maximum distance between any two inside corners shall be 10 feet, as shown.
3. Reinforcement and floor, wall and top thickness shall remain the same as for a normal Type III manhole base.
4. No pipe shall exceed 60 inches (inside diameter).

If any one of these criteria cannot be met, a special design will be required.



USE TOP SLAB:

1. When there is insufficient clearance between the top of the manhole base and finish grade for a precast eccentric cone section.
2. When placing a Type C inlet opening on a Type III manhole base. The opening in the top slab shall conform to the inside dimensions of the inlet to be used.

NOTES:

1. For General Manhole Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. Other locations are subject to approval by the Public Works Department. Key dimensions are 3/4" x 3".
3. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made in a single wall maybe lengthened or relocated as explained in "SPECIAL APPLICATIONS OF TYPE III MANHOLE BASES" on this plan.
4. For details of precast manhole, See Standard Plan CD30.
5. For details of manhole frame and cover, See Standard Plan CD30.

CD 32 - TYPE III MANHOLE BASE

NO SCALE

VESTING TENTATIVE MAP - TRACT 4004

STORM DRAIN DETAILS

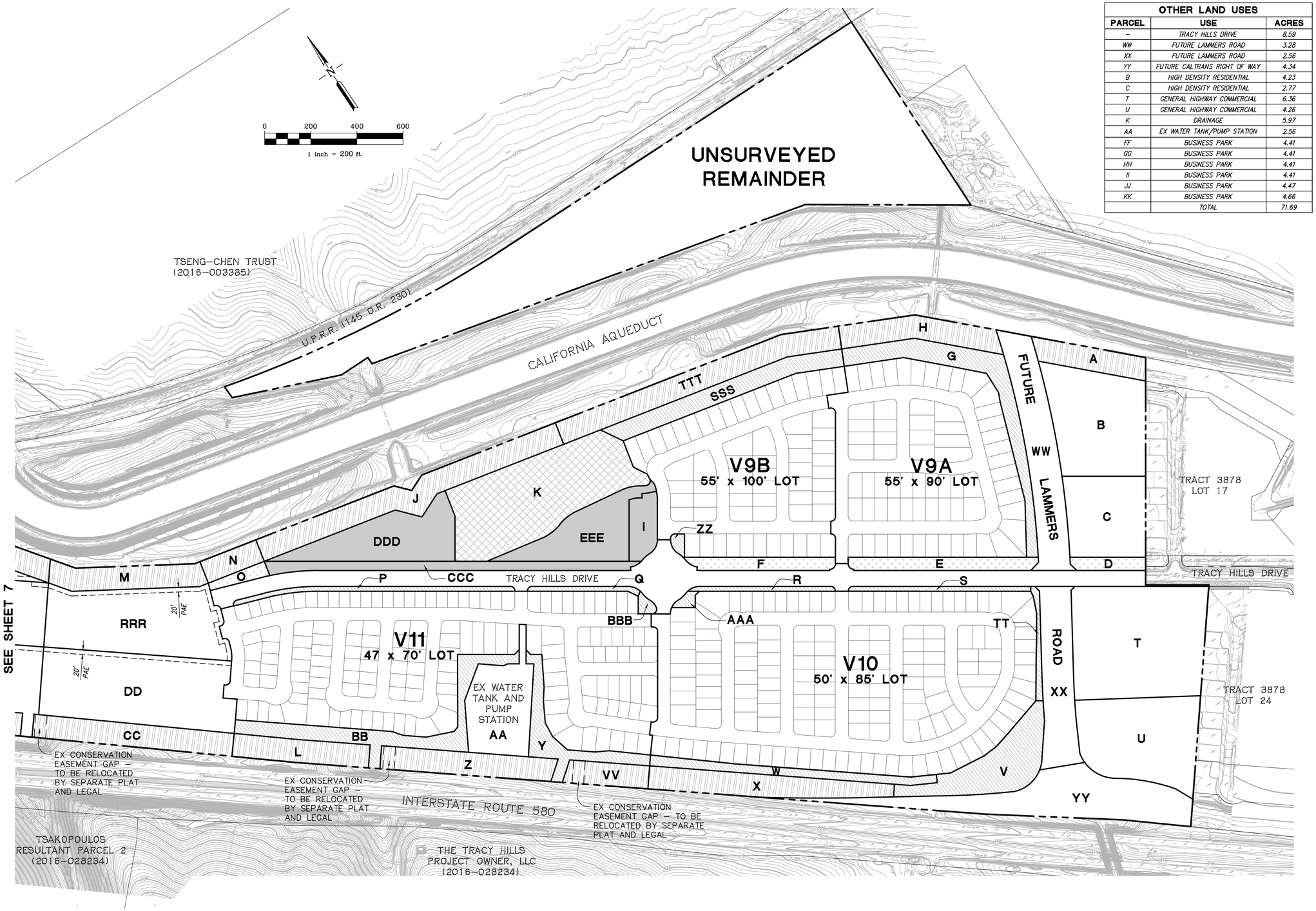
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

FOR REFERENCE ONLY-
SEE TRACY HILLS DESIGN GUIDELINES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

C:\JOBS\185011\TENTATIVE MAP\TENT-MAP SHEETS\05-DET-185011(XLDWG 9/16/2020 7:42:18 PM SEAN DAVIS



OTHER LAND USES		
PARCEL	USE	ACRES
–	TRACY HILLS DRIVE	8.59
WW	FUTURE LAMMERS ROAD	3.28
XX	FUTURE LAMMERS ROAD	2.56
YY	FUTURE CALTRANS RIGHT OF WAY	4.34
B	HIGH DENSITY RESIDENTIAL	4.23
C	HIGH DENSITY RESIDENTIAL	2.77
T	GENERAL HIGHWAY COMMERCIAL	6.36
U	GENERAL HIGHWAY COMMERCIAL	4.26
K	DRAINAGE	5.97
AA	EX WATER TANK/PUMP STATION	2.56
FF	BUSINESS PARK	4.41
GG	BUSINESS PARK	4.41
HH	BUSINESS PARK	4.41
II	BUSINESS PARK	4.41
JJ	BUSINESS PARK	4.47
KK	BUSINESS PARK	4.66
	TOTAL	71.69

PARCEL SUMMARY		
PARCEL	OWNER	ACRES
A	HOA	1.12
B	DEVELOPER	4.23
C	DEVELOPER	2.77
D	HOA	0.42
E	HOA	1.07
F	HOA	0.82
G	HOA	2.42
H	HOA	1.61
I	HOA	0.75
J	HOA	3.29
K	CITY	5.97
L	HOA	1.36
M	HOA	1.56
N	HOA	0.60
O	DEVELOPER	0.30
P	HOA	0.59
Q	HOA	0.23
R	HOA	0.30
S	HOA	0.38
T	DEVELOPER	6.36
U	DEVELOPER	4.26
V	HOA	2.36
W	HOA	1.08
X	HOA	2.18
Y	HOA	1.30
Z	HOA	1.73
AA	CITY	2.56
BB	HOA	2.21
CC	HOA	2.00
DD	DEVELOPER	5.77
EE	HOA	1.26
FF	DEVELOPER	4.41
GG	DEVELOPER	4.41
HH	DEVELOPER	4.41
II	DEVELOPER	4.41
JJ	DEVELOPER	4.47
KK	DEVELOPER	4.66
LL	HOA	1.36
MM	HOA	2.56
NN	HOA	1.91
OO	HOA	2.56
PP	HOA	3.35
QQ	HOA	3.83
RR	HOA	1.58
SS	HOA	1.58
TT	HOA	0.26
UU	HOA	1.61
VV	HOA	0.83
*WW	DEVELOPER	3.32
*XX	DEVELOPER	2.56
*YY	DEVELOPER	4.34
ZZ	HOA	0.11
AAA	HOA	0.12
BBB	HOA	0.12
CCC	CITY	1.50
DDD	HOA	2.85
EEE	CITY	2.35
FFF	DEVELOPER	2.43
GGG	DEVELOPER	5.49
HHH	DEVELOPER	4.98
III	DEVELOPER	5.13
JJJ	DEVELOPER	5.35
KKK	DEVELOPER	2.41
LLL	DEVELOPER	5.94
MMM	DEVELOPER	4.40
NNN	DEVELOPER	4.80
OOO	DEVELOPER	4.64
PPP	DEVELOPER	4.94
QQQ	DEVELOPER	4.93
RRR	DEVELOPER	4.96
SSS	HOA	1.83
TTT	HOA	2.84
UUU	HOA	1.79
VVV	HOA	1.58
* RIGHT OF WAY TO BE PER I.O.D. ON FINAL MAP		

PARK SUMMARY		
PARCEL	OWNER	ACRES
CCC (CITY PARK)	CITY	1.50
DDD (CITY PARK)	CITY	2.85
EEE (CITY PARK)	CITY	2.35
I (HOA REC CENTER)	HOA	0.75
D (LINEAR PARK)	HOA	0.42
E (LINEAR PARK)	HOA	1.07
F (LINEAR PARK)	HOA	0.82
O (LINEAR PARK)	HOA	0.30
TOTAL		10.06

LOT SUMMARY			
VILLAGE	ACRES	LOT COUNT	TYPICAL LOT SIZE
9A	14.77	69	55' X 90'
9B	12.90	64	55' X 100'
10	27.86	150	50' X 85'
11	23.00	149	47' X 70'
TOTAL	78.53	432	--

PUBLIC PARK (CITY OWNED & MAINTAINED)

LINEAR PARK (HOA OWNED & MAINTAINED)

CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)

IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)

RETENTION BASIN (CITY OWNED & MAINTAINED)

PROPOSED 100' CONSERVATION EASEMENT (HOA OWNED & MAINTAINED PARCELS)

VESTING TENTATIVE MAP - TRACT 4004
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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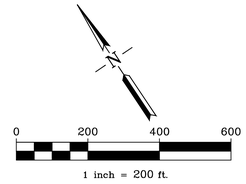


PUBLIC PARK (CITY OWNED & MAINTAINED)

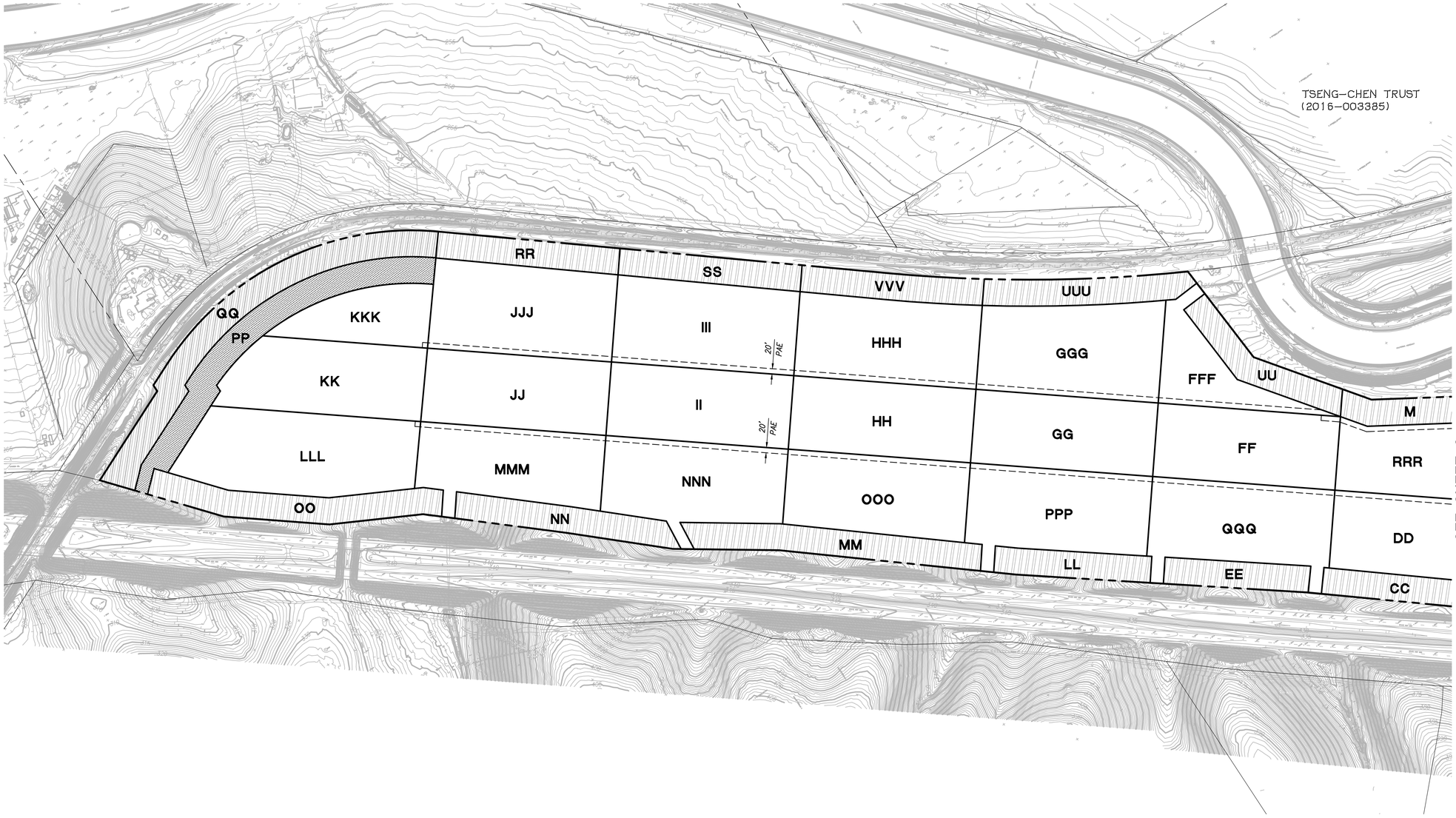
LINEAR PARK (HOA OWNED & MAINTAINED)

EXISTING CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)

IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)

RETENTION BASIN (CITY OWNED & MAINTAINED)

PROPOSED 100' CONSERVATION EASEMENT (HOA OWNED & MAINTAINED PARCELS)



VESTING TENTATIVE MAP - TRACT 4004

OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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NOTES:
1. SANITARY SEWER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4004
OVERALL SANITARY SEWER PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
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0 200 400 600

1 inch = 200 ft.

UNSURVEYED REMAINDER

CALIFORNIA AQUEDUCT

TSENG-CHEN TRUST (2016-003385)

U.P.R.R. (145 O.R. 230)

EX SD TO BE REMOVED

TRACT 3788 LOT 17

TRACY HILLS - PHASE 1A

TRACT 3788 LOT 24

WATER TANK & PUMP STATION

INTERSTATE ROUTE 580

TSAKOPOULOS RESULTANT PARCEL 2 (2016-028234)

THE TRACY HILLS PROJECT OWNER, LLC (2016-028234)

NOTES:
1. STORM DRAIN SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4004
OVERALL STORM DRAIN SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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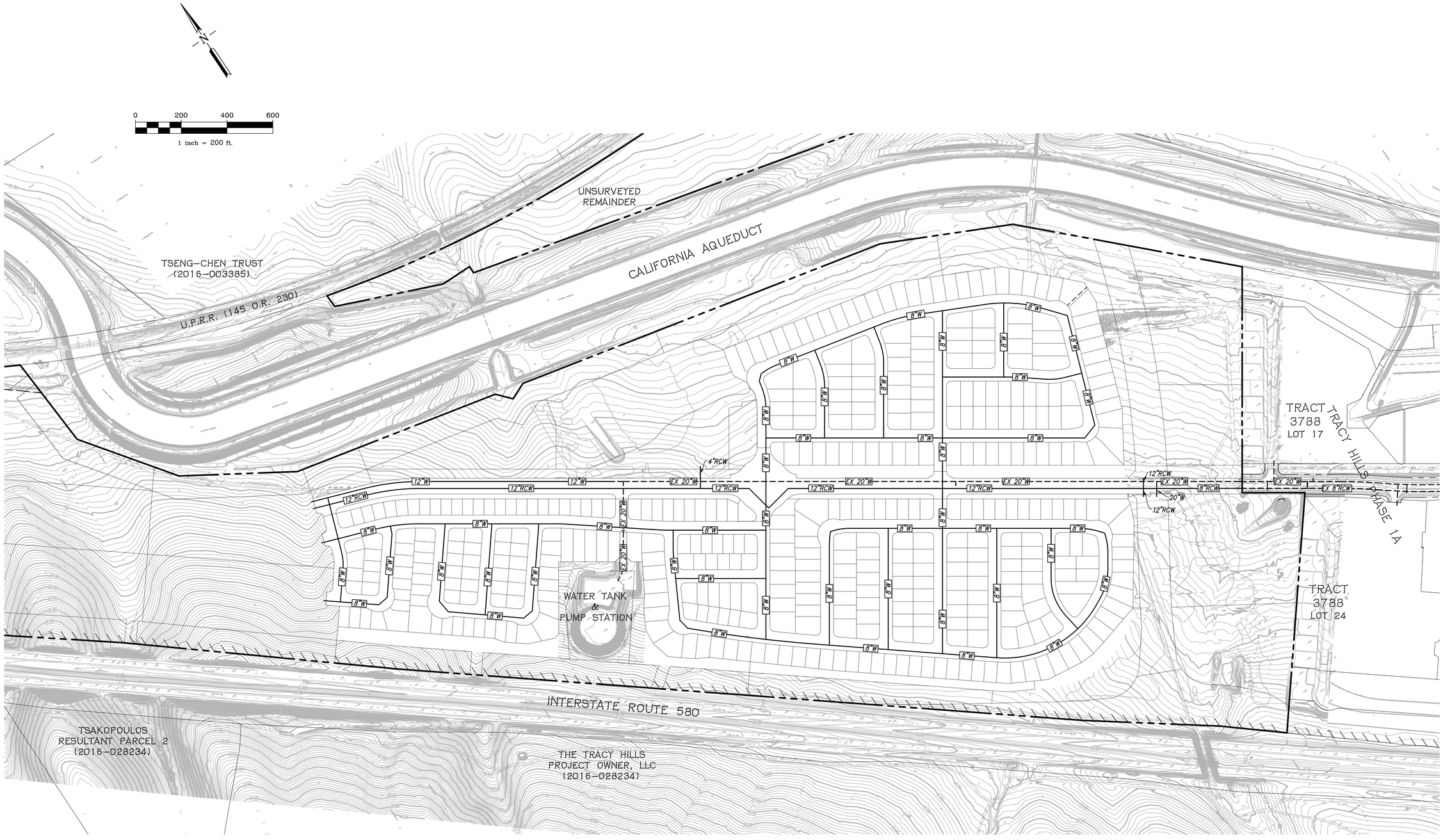

NOTES:

1. 3-WAY OR 4-WAY VALVES WILL BE INSTALLED ON WATER MAINS AT TEE OR CROSS INTERSECTIONS, RESPECTIVELY.
2. RECLAIMED WATER SIZE BASED ON CITY OF TRACY CITYWIDE WATER SYSTEM MASTER PLAN.
3. WATER SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4004

OVERALL WATER SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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KEYMAP
NOT TO SCALE

SEE SHEET 14

SEE SHEET 13

MATCH LINE - STA 116+60
SEE BELOW

VILLAGE 9B

VILLAGE 9A

STREET 9A

LINEAR PARK

PARCEL E

PARCEL C
(FUTURE HDR)

PARCEL D

CONNECT EX 10' SIDEWALK TO 16.5' DG TRAIL WITH SLOPE, CROSS-SLOPE, ETC PER CBC

EX 16" PHILLIPS 66 OIL LINE

SWALE (TYP)

35' DRIVEWAY

TRACY HILLS DRIVE

PARCEL R

PARCEL S

VILLAGE 10

STREET 10A

PARCEL T
(FUTURE GHC)

SEE SHEET 15

SEE SHEET 19

TRACY HILLS DRIVE

SEE SHEET 18

PARCEL K
DUAL USE
RETENTION
BASIN F

PARCEL EEE
PARK

PARCEL I
HOA REC
CENTER

PARCEL
ZZ

STREET 9C

VILLAGE 9B

LINEAR PARK

PARCEL F

TRACY HILLS DRIVE

MATCH LINE - STA 132+60
SEE SHEET 12

MATCH LINE - STA 116+60
SEE ABOVE

PARCEL CCC

PARCEL P

PARCEL Q

PARCEL R

VILLAGE 11

PARCEL
BBB

PARCEL
AAA

STREET 11F

STREET 11A

VILLAGE 10

SEE SHEET 17

SEE SHEET 16

SEE SHE 15

TRACY HILLS DRIVE

VESTING TENTATIVE MAP - TRACT 4004

TRACY HILLS DRIVE (STA 102+09 TO STA 132+60)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 50 100 150
1 inch = 50 ft.

RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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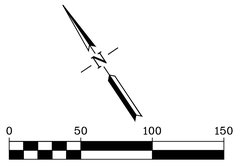

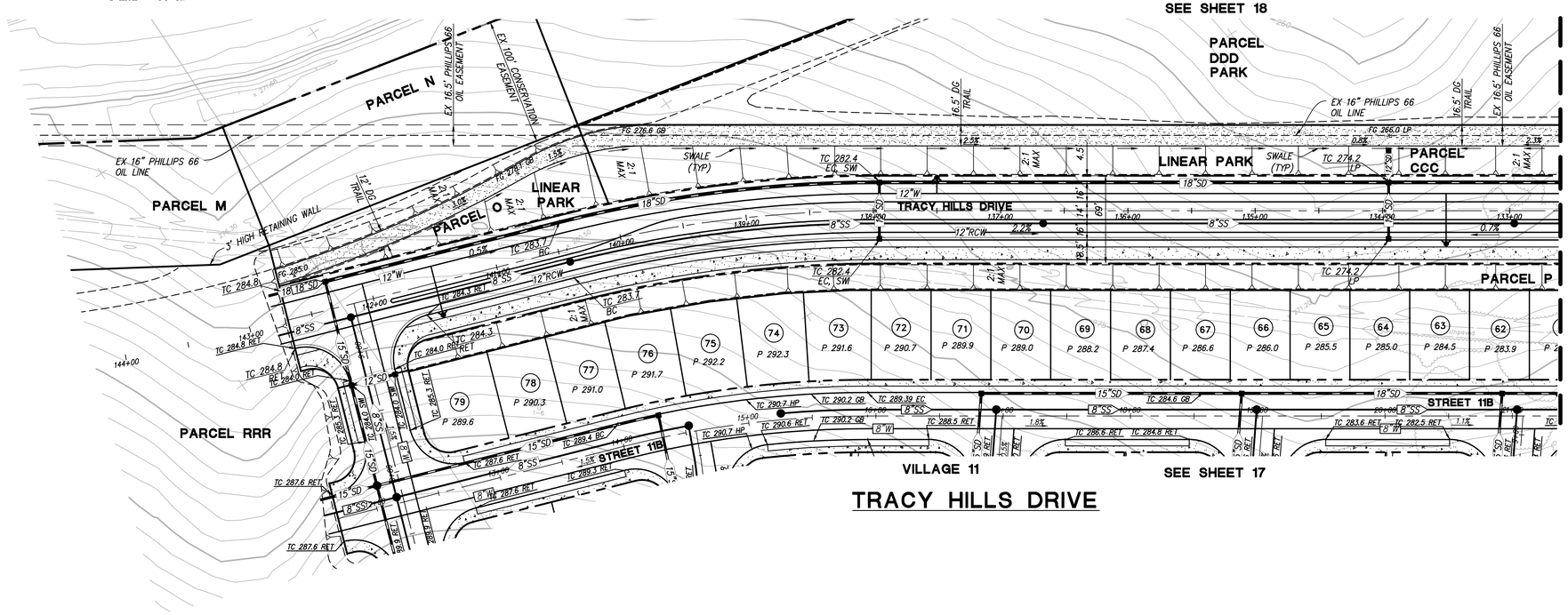

TRACY HILLS DRIVE

VESTING TENTATIVE MAP - TRACT 4004

TRACY HILLS DRIVE (STA 132+60 TO STA 142+70)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

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PHONE: (925) 227-9100 FAX: (925) 227-9300

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VESTING TENTATIVE MAP - TRACT 4004
VILLAGE 9A AND HDR PARCELS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

SEE SHEET 14
SEE SHEET 15
SEE SHEET 19
SEE PLAN A THIS SHEET

PARCEL H
PARCEL A
PARCEL B (FUTURE HDR)
PARCEL C (FUTURE HDR)
PARCEL D
PARCEL E
PARCEL G
PARCEL WW
LINEAR PARK
STREET 9D
STREET 9I
STREET 9E
STREET 9H
STREET 9B
TRACY HILLS DRIVE
FUTURE HAMMERS ROAD
TRACT 3954
CONSERVATION EASEMENT
EX GAP BETWEEN CONSERVATION EASEMENT TO BE RELOCATED BY SEPARATE PLAT & LEGAL
CALIFORNIA AQUADUCT
EX 16" PHILLIPS 66 OIL LINE
EX 16.5' PHILLIPS 66 PIPELINE EASMT
NEW 16" 10" AB EVAE WITHIN EX EASEMENT
EX SDMH RIM 249.64
SWALE
EX 24' EVAE
12' ACCESS ESMT
2' RETAINING WALL
DRIVEWAY
HDR 1

NOTE:
1. CONTOURS SHOWN ARE SUBJECT TO REVISION AS REQUIRED TO BALANCE THE PROJECT EARTH WORK

KEYMAP
NOT TO SCALE

PLAN A

SECTION B
NOT TO SCALE

SECTION A
NOT TO SCALE

1 inch = 50 ft.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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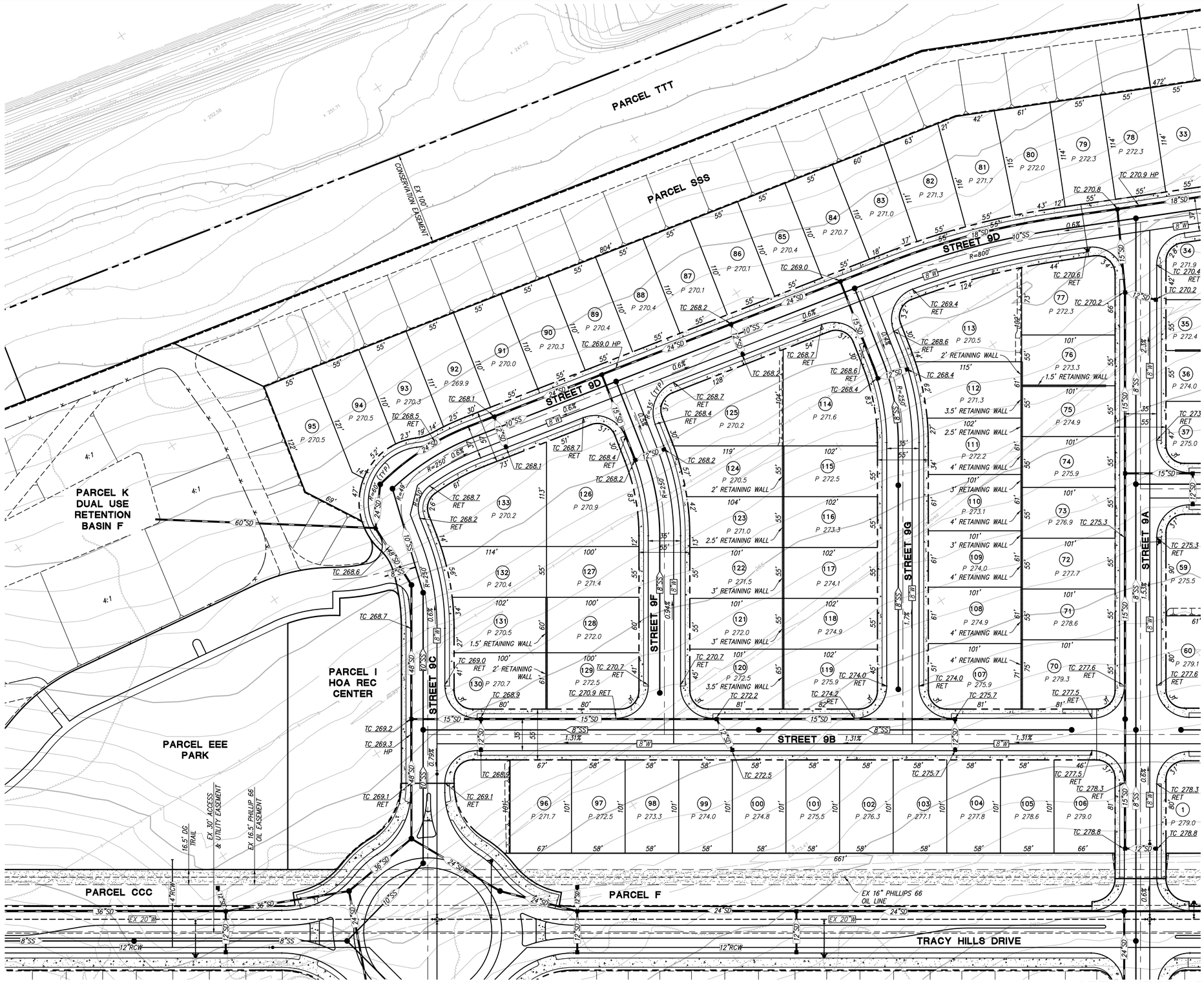

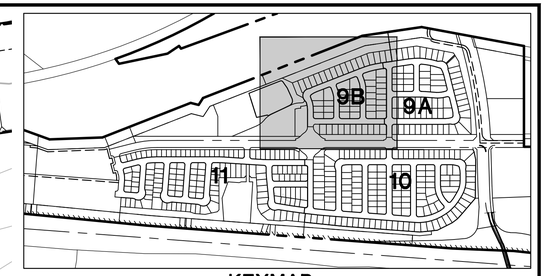

KEYMAP

NOT TO SCALE

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4004

VILLAGE 9A & 9B

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

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SEE SHEET 14

SEE SHEET 13

SEE SHEET 16

SEE SHEET 19

SEE SHEET 20

TRACY HILLS DRIVE

PARCEL R

PARCEL S

VILLAGE 10

STREET 10A

STREET 10B

STREET 10C

STREET 10D

STREET 10E

STREET 10F

STREET 10G

PARCEL W

PARCEL X

PARCEL TT

PARCEL V

FUTURE LAMMERS ROAD

EX RESTRICTION OF ACCESS RIGHTS

6' DEEP DRAINAGE DITCH

55' PROPOSED DRAINAGE EASEMENT

EX 100' CONSERVATION EASEMENT

INTERSTATE 580

SWALE (TYP)

DAYLIGHT LINE (TYP.)

BUILDING SETBACK LINE

KEYMAP

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4004

VILLAGE 10

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

0 50 100 150

1 inch = 50 ft.

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 15 OF 20

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SEE SHEET 18

SEE SHEET 14

SEE SHEET 17

SEE SHEET 15

TRACY HILLS DRIVE

PARCEL P

PARCEL Q

PARCEL R

PARCEL BBB

PARCEL AAA

STREET 11F

STREET 11B

STREET 11A

STREET 11C

STREET 11D

STREET 10G

STREET 10C

VILLAGE 10

VILLAGE 11

EX WATER TANK AND PUMP STATION

PARCEL AA

PARCEL BB

PARCEL Y

PARCEL Z

PARCEL W

PARCEL VV

PARCEL X

EX 30' UTILITY ACCESS EASEMENT

EX 16' ACCESS ROAD

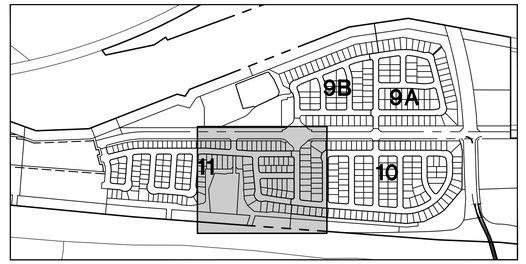
EX RESTRICTION OF ACCESS RIGHTS

EX 100' CONSERVATION EASEMENT

EX 18" SD

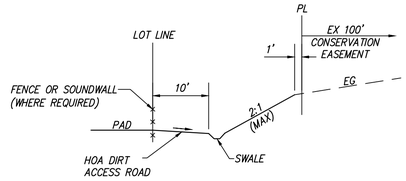
BUILDING SETBACK LINE

EX 50' GAP BETWEEN CONSERVATION EASEMENT TO BE RELOCATED BY SEPARATE PLAT AND LEGAL



KEYMAP

NOT TO SCALE

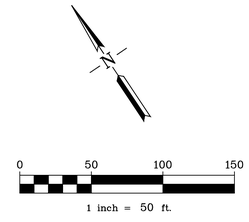


SECTION A

NOT TO SCALE

SECTION B

NOT TO SCALE



VESTING TENTATIVE MAP - TRACT 4004

VILLAGE 10 & 11

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 16 OF 20

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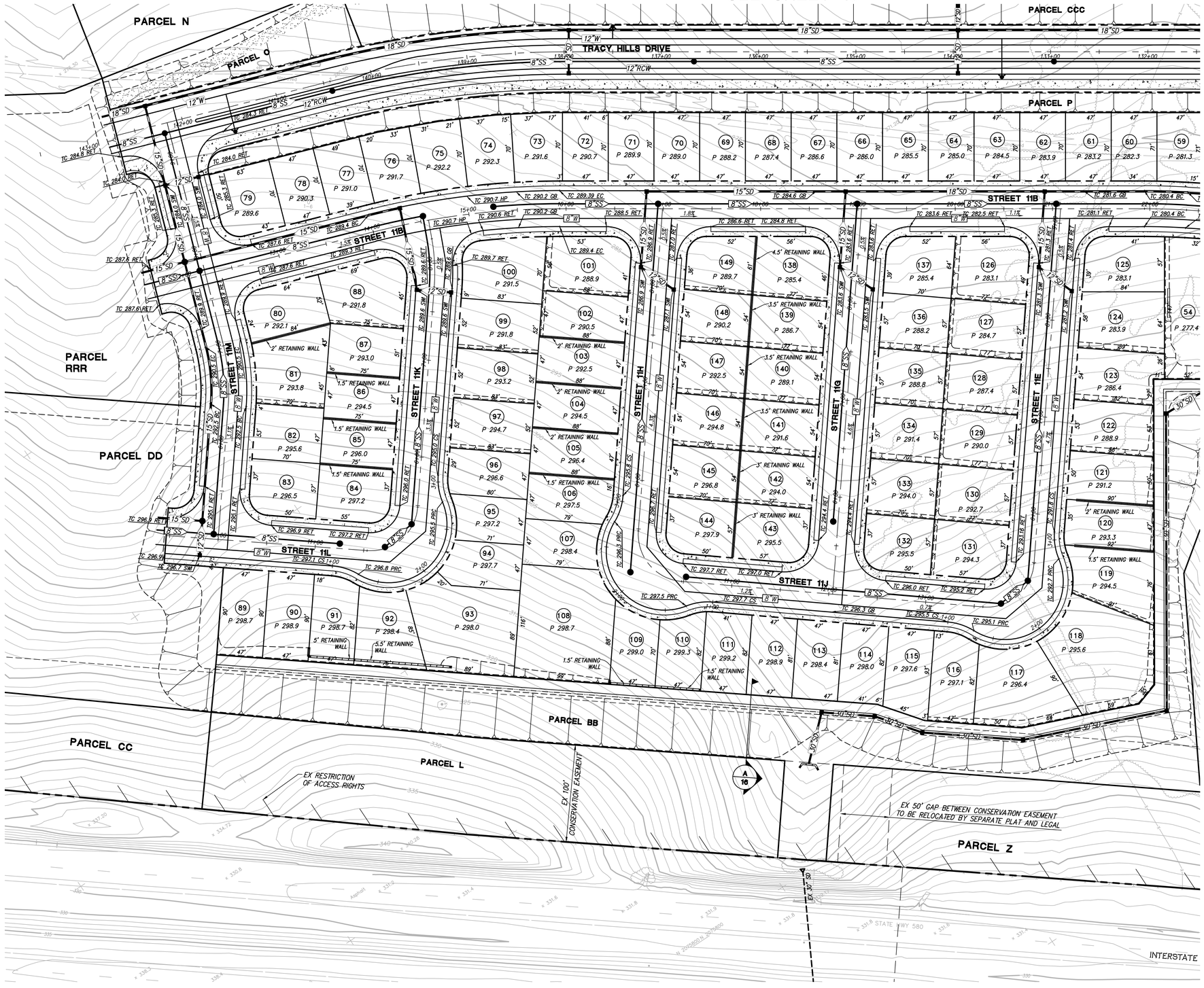
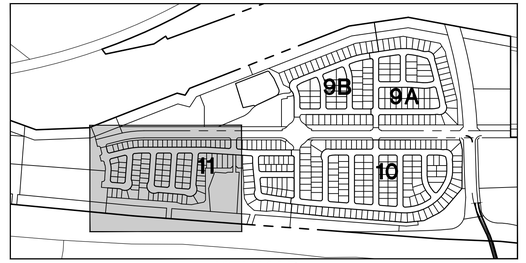
SEE SHEET 18



SEE SHEET 16



KEYMAP
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4004
VILLAGE 11

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 17 OF 20

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KEYMAP

NOT TO SCALE

CALIFORNIA AQUEDUCT

PARCEL TTT

EX 100' CONSERVATION EASEMENT

PARCEL SSS

PARCEL J

12' WIDE AB BASIN ACCESS ROAD

VILLAGE 9

DUAL USE RETENTION BASIN F PARCEL K

25' HIGH "NET"

SPLIT RAIL FENCE

5% MAX

HOA REC CENTER PARCEL I

PARK PARCEL EEE

PARK PARCEL DDD

EX ACCESS & UTILITY ESMT TO BE QUITCLAIMED

EX SD TO BE REMOVED

EX 16" PHILLIPS 66 OIL LINE

EX 16.5' PHILLIP 66 OIL EASEMENT

16.5' DG TRAIL

EX 30' ACCESS & UTILITY ESMT

PARCEL CCC

TRACY HILLS DRIVE

EX 20"W

VILLAGE 11

STREET 11F

SEE SHEET 14

SEE SHEET 17

SEE SHEET 16

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4004
RETENTION BASIN & PARK

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 18 OF 20

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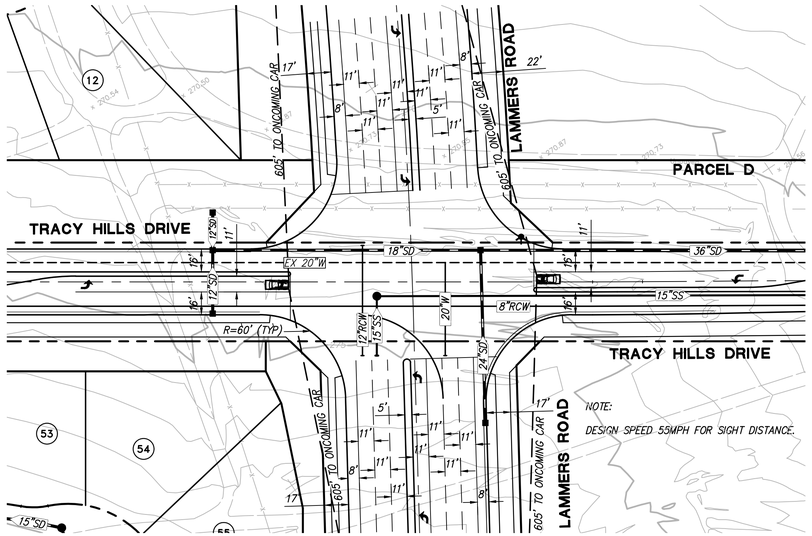
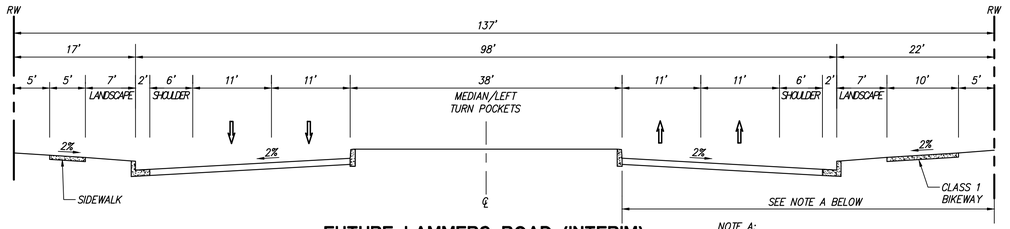


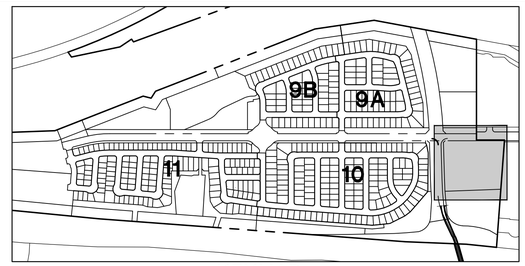
FUTURE INTERSECTION AT LAMMERS ROAD
SCALE: 1"=50'



FUTURE LAMMERS ROAD (INTERIM)
NOT TO SCALE

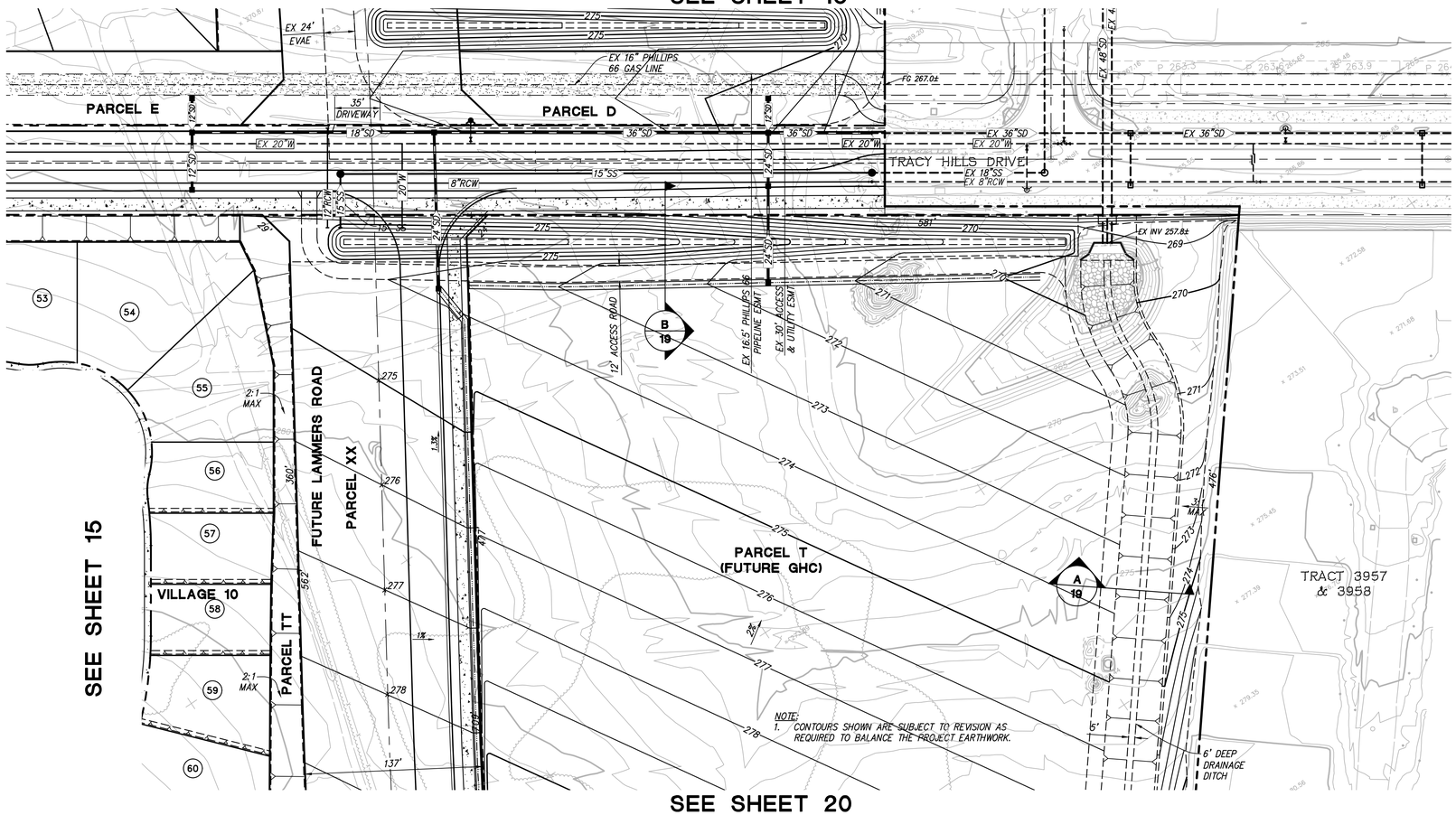
NOTE A:
PORTION OF LAMMERS ROAD TO BE CONSTRUCTED WITH PHASE 2A.

FUTURE LAMMERS ROAD (ULTIMATE)
NOT TO SCALE



KEYMAP
NOT TO SCALE

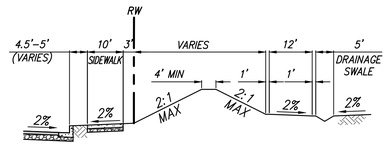
SEE SHEET 13



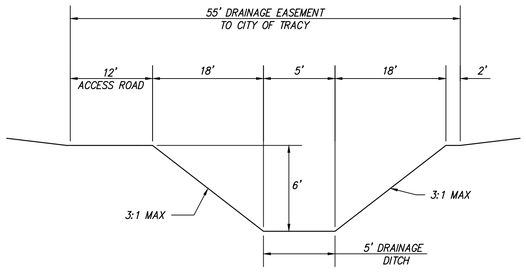
SEE SHEET 15

SEE SHEET 20

0 50 100 150
1 inch = 50 ft.



SECTION B
NOT TO SCALE



GRASS LINE CHANNEL (HYDROSEED) SECTION A
NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4004
GHC PARCEL T

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 19 OF 20

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SEE SHEET 19

SEE SHEET 15

VILLAGE 10

STREET 10C

PARCEL TT

PARCEL T
(FUTURE GHC)

PARCEL U
(FUTURE GHC)

PARCEL V

PARCEL XX

FUTURE LAMMERS ROAD

PARCEL YY
(FUTURE INTERCHANGE)

TRACT 3957
& 3958

55' DRAINAGE ESMT

12' ACCESS ROAD

6' DEEP DRAINAGE DITCH

FUTURE CALTRANS RIGHT OF WAY

EX RESTRICTION OF ACCESS RIGHTS

INTERSTATE 580

STATE HWY. 580

NOTE:
1. CONTOURS SHOWN ARE SUBJECT TO REVISION AS REQUIRED TO BALANCE THE PROJECT EARTHWORK.

NOTE A:
PORTION OF LAMMERS ROAD TO BE CONSTRUCTED WITH PHASE 2A.

NOTE – CONTINUATION OF LAMMERS ROAD TO BE SHOWN ON PHASE 2 VTM.

FG 280.0
FL 279.0

TC 280.7 BC

TC 281.4 BC

FG 282.0
FL 281.0

TC 285.3 EC

TC 286.6 EC

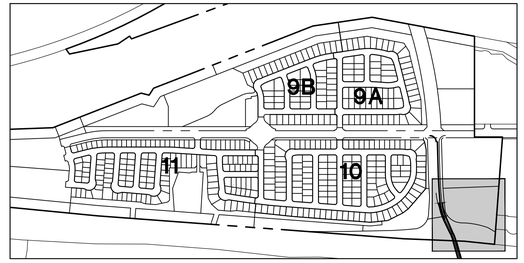
TC 291.2 GB

TC 291.8 GB

TC 293.2

A
19

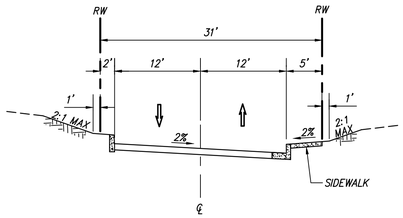
C
20



KEYMAP
NOT TO SCALE

0 50 100 150

1 inch = 50 ft.



LAMMERS ROAD UNDERCROSSING
SECTION C
NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4004
GHC PARCEL U

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 20 OF 20

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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
(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tracy Hills Phase 1B Public Park

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 park improvements, known as Tracy Hills Phase 1B Public Park, situated within an approximately 9.74 acre property comprised of Parcels J, L, M and a portion of Parcel K on the Final Subdivision Map for Tract 4084 - Tracy Hills Village 9B, and being more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Park Site**").

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**", require, among other things, that the Developer

complete construction of the public park improvements and the public park be accepted by the City before the final inspection or occupancy of the 180th dwelling unit (except for up to 15 model homes) within the boundaries of the Tentative Map.

D. The Final Map for Tract 4084 - Tracy Hills Village 9B, recorded on November 17, 2021, in Book 44 of Maps and Plats, at Page 2, San Joaquin County Records, and the Amended Final Map for Tract 4084 - Tracy Hills Village 9B, recorded _____, 2023, in Book ____ of Maps and Plats, at Page ____, San Joaquin County Records, include offers of dedication to the City of the parcels comprising the Park Site. Upon completion of the Tracy Hills Phase 1B Public Park improvements, the City will accept the offers of dedication of the Park Site parcels and assume ownership of the park improvements. Council approved the Final Map on October 19, 2021, and as part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for the public park improvements.

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 Tracy Hills Phase 1B Public Park improvements that are required to be constructed on the Park Site and are incorporated herein by reference. The approved plans and specifications ("**Plans and Specifications**") are entitled "Tracy Hills Phase 1B Public Park Landscape Improvement Plans, Tracy Hills Phase 1B, Tracy, California" and include: fifty-three (53) sheets of landscape construction plans prepared by FORMA; six (6) sheets of electrical plans prepared by DW Consultants; and ten (10) sheets of civil improvement plans prepared by Ruggeri-Jensen-Azar. The Plans and Specifications are on file with the City Engineer under Tracking No. ENG22-0015.

F. Because the required improvements have not been completed, Developer is required 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. Work shall begin within 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. "Effective Date" is defined as the date on which the City executes the 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 **$5,192,288.00** 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 **$5,192,288.00** 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 **$519,229.00** 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.

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 that certain Development Agreement by and between the City of Tracy and the Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, adopted by City of Tracy Ordinance No. 1213 and recorded in the Official Records of San Joaquin County on June 9, 2016, as Document Number 2016-066658, as may be amended from time to time (the "**DA**"), and as provided in greater detail in the Finance and Implementation Plan for the Tracy Hills Specific Plan pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

9.1. Neighborhood Park Development Impact Fee Credits. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for all 432 single-family residential lots, based upon a neighborhood park area of 5.38 acres. The required neighborhood park acreage for Tract 4084 is 4.28. Developer can apply the additional 1.10 acres of neighborhood park to other Neighborhood Park Development Impact Fees within Tracy Hills Development. Developer is responsible for paying the neighborhood park program management fee.

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.

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: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

_____
By: Bridgit Koller
Title: Vice President

Date: 5/16/23

Federal Employer Tax ID No. 93-1223261

Exhibits

A: Legal Description of Park Site (Recital A)

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 May 16, 2023, before me, C. Leon, 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

C. LEON
Notary Public - California
Contra Costa County
Commission # 2404735
My Comm. Expires Jun 15, 2026

(SEAL)

B: Tentative Map Conditions of Approval (Recital C)

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

Wendy Stoeckel

By: Wendy Stoeckel
Title: Authorized Representative
Date: 5/24/23

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 5/24/23, before me, Jaime Marie Adams, a Notary Public, personally appeared Wendy Stoeckel, 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.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Signature Jaime Marie Adams

EXHIBIT "A"
LEGAL DESCRIPTION OF PARK SITE

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

All of Parcels J, L and M as shown on the final subdivision map of Tract 4084 – Tracy Hills Village 9B, recorded on November 17, 2021, in Book 44 of Maps and Plats, at Page 2, Recorders Series No. 2021-191726, Official Records of San Joaquin County, California, and a portion of Parcel K of said Tract 4084 described as follows:

Beginning at the northwestern corner of said Parcel K; thence along the northern line of said Parcel K South 77º 44' 29" East 367.47 feet; thence leaving said northern line South 16º 17' 00" West 337.48 feet to the southern line of said Parcel K; thence along said southern line the following four (4) courses and distances:

1) South 86º 26' 16" West 5.67 feet;
2) along the arc of a tangent curve to the right having a radius of 200 feet, through a central angle of 14º 20' 04", an arc distance of 50.04';
3) North 79º 13' 40" West 231.81' feet, and;
4) North 56º 22' 51" West 138.34 feet to the southwestern corner of said Parcel K;

thence along the western line of said Parcel K N 33º 37' 09" East 196.52'; thence continuing along said western line North 12º 15' 31" East 118.31 feet to the point of beginning.

EXHIBIT "B"
CONDITIONS OF APPROVAL

Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. **Planning Division Conditions of Approval**

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.

7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

   As used in these Conditions of Approval:

   "Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

   "Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

   Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

   a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall, at its expense, form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Property for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public

landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

    a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

    Or

    b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

    a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

    a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

    Or

    b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C,* approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report,* dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto ("Sanitary Sewer Study").

f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto ("*Water Study*").

g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant ("Storm Drainage Study").

h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.

i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("Corral Hollow Road Plan Line"), dated November 7, 2016.

j) Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.

k) *Any Finance Implementation Plan* ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.

l) *Development Agreement,* executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) Agreement to Defer Payment of Development Impact Fees on New Residential Development, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2. Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical/Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1. Not used.

C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.

C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.

C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.

C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay $50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.

b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.

d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.

e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.

f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.

g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.

h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-whether, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

C.2.9.1. The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

C.2.10. Public Utility Easements

C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24” x 36” size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Not Used.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to

serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

ATTACHMENT D

November 10, 2020

AGENDA ITEM 4.C

REQUEST

PUBLIC HEARING TO CONSIDER APPROVING THE TRACY HILLS PHASE 1B/1C PROJECT, WHICH INCLUDES APPROVING A GENERAL PLAN AMENDMENT, INTRODUCING AN ORDINANCE APPROVING A TRACY HILLS SPECIFIC PLAN AMENDMENT, APPROVING A LARGE-LOT VESTING TENTATIVE SUBDIVISION MAP, AND APPROVING A SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP TO CREATE 432 SINGLE-FAMILY RESIDENTIAL LOTS AND 74 OTHER PARCELS LOCATED ON APPROXIMATELY 310 ACRES IN THE VICINITY OF TRACY HILLS DRIVE, WEST OF PHASE 1A. THE APPLICANT IS JOHN PALMER. APPLICATION NUMBERS GPA19-0001, SPA19-0002, TSM18-0007 AND TSM18-0006

EXECUTIVE SUMMARY

This agenda item is a public hearing to consider approving the Tracy Hills Phase 1B/1C Project, which includes approving a General Plan Amendment, introducing an ordinance approving a Tracy Hills Specific Plan Amendment, approving a large-lot Vesting Tentative Subdivision Map, and approving a small-lot Vesting Tentative Subdivision Map to create 432 single-family residential lots and 74 other parcels located on approximately 310 acres in the vicinity of Tracy Hills Drive, west of Phase 1A.

DISCUSSION

For this agenda item, the City Council will be asked to consider the following actions regarding the Tracy Hills Phase 1B/1C Project:

- Approval of a General Plan Amendment (Application Number GPA19-0001)
- Approval of a Tracy Hills Specific Plan Amendment (Application Number SPA19-0002)
- Approval of a large-lot Vesting Tentative Subdivision Map (TSM18-0007)
- Approval of a small-lot Vesting Tentative Subdivision Map (TSM18-0006)

Background

The Tracy Hills Specific Plan was originally approved and annexed to the City in 1998. Development of the Tracy Hills Specific Plan did not begin until after a 2016 update to the Specific Plan. On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan. The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580. On April 5, 2016, City Council also approved a Vesting Tentative Subdivision Map for approximately 1,160 single-family residential lots in Phase 1A. The Phase 1A area is currently under construction by Integral Communities, Lennar Homes, Shea Homes, and Meritage Homes.

The 2016 update to the Tracy Hills Specific Plan was primarily focused on Phase 1A. Development of future phases in Tracy Hills will likely result in further proposed amendments to the Tracy Hills Specific Plan and General Plan, such as with the KT project phase and this agenda item to consider the Tracy Hills Phase 1B/1C Project.

Overview of the General Plan Amendment

The nature of this project, including the General Plan Amendment, is to create new residential neighborhoods in areas previously designated for employment-generating land uses. The amendments to the City's General Plan encompass the necessary changes to accommodate this request.

The proposed General Plan Amendment includes changes to the General Plan Land Use Designations map, Figure 2-2, for the Tracy Hills area (Attachment A: General Plan Amendment). The overall 310-acre subject property for this Tracy Hills agenda item includes approximately 161 acres for Phase 1B, 122 acres for Phase 1C, and a 27-acre remainder parcel to the north. Within Phase 1B, the proposed General Plan Amendment includes changing the General Plan land use designations on approximately 71 acres from Residential Medium to Residential Low and changing approximately 66 acres from Commercial to Residential Low. The resulting Phase 1B area would consist of approximately 137 acres of Residential Low, 10 acres of Residential High, and 14 acres of Commercial.

Within Phase 1C, the proposed General Plan Amendment includes changing the General Plan land use designation on approximately 122 acres from Commercial to 108 acres of Residential Medium and 14 acres of Residential Low. The proposed General Plan Amendment also includes changing the General Plan land use designation on a 27-acre remainder parcel, which is located north of the California Aqueduct, from Industrial to Residential Medium.

The proposed General Plan Amendment also includes updating text on page 2-12 of the General Plan related to the anticipated build-out numbers for the Tracy Hills Specific Plan and a text clean-up on page 2-57. The updated text would state that the Tracy Hills Specific Plan area is anticipated to include over 6,000 residential units and approximately 4 million square feet of commercial, office, and industrial space.

Given this proposed reduction to commercial and industrial designated land within the Tracy Hills Specific Plan area, the City conducted an economic study to analyze whether the remaining commercial and industrial designated land within the City would be sufficient to satisfy anticipated future market demands. The findings of the economic study are described below, following an overview of the Tracy Hills Specific Plan Amendment.

Overview of the Tracy Hills Specific Plan Amendment

The proposed Tracy Hills Specific Plan Amendment (SPA) includes rezoning land in a manner consistent with the proposed General Plan Amendment. The SPA includes decreasing the Mixed Use Business Park Zone District (MUBP-TH) by approximately 132 acres, decreasing the Light Industrial Zone District (M1-TH) by approximately 27

acres, and decreasing the General Highway Commercial Zone District (GHC-TH) by approximately 19 acres. The SPA includes increasing the Low Density Residential Zone District (LDR-TH) by approximately 129 acres, increasing the Medium Density Residential Zone District (MDR-TH) by approximately 46 acres, and increasing the Tracy Hills Conservation Zone District (C-TH) by approximately 3 acres (Attachment B: Tracy Hills Specific Plan Amendment).

The proposed SPA would result in Phase 1B zoned primarily as Low Density Residential and Phase 1C zoned primarily as Medium Density Residential. Phase 1B also includes areas zoned High Density Residential and General Highway Commercial, located east of the future Lammers Road extension, which would be unchanged by the proposed SPA.

The proposed SPA also includes updates to the development standards for the LDR-TH zoning district to allow flexibility for small lots, by reducing the minimum lot size to 3,200 square feet and reducing minimum lot width to 35 feet on knuckles and cul-de-sacs.

The proposed SPA also includes the addition of Appendix C, the Phase 1B Landscape Design Guidelines. The landscape design guidelines contained in Section 3.4 of the Tracy Hills Specific Plan apply Specific Plan-wide; however, implementation details are only shown for Phase 1A. The purpose of Appendix C is to provide landscape design guidelines and implementation details for Phase 1B. Similar details for Phase 1C will be proposed when the Phase 1C small-lot Vesting Tentative Subdivision Map is proposed.

Appendix C includes the following components for Phase 1B landscape design guidelines:

- Community Monumentation
- Circulation
- Streetscape and Trails
- Edge Conditions/Easements
- Conceptual Overall Illustrative Parks and Landscape Plan
- Lighting
- Walls and Fences
- Landscape Master Tree Plan

Overview of the Economic Study

Due to proposed reductions in land zoned as Mixed Use Business Park, Light Industrial, and General Highway Commercial, the City conducted an economic study to analyze whether the remaining areas zoned for commercial and industrial uses would be sufficient to satisfy anticipated citywide market demands (Attachment C: Economic Study). The study concluded that the proposed rezoning of employment-generating and commercial areas to residential uses would not constrain the future economic development of the City because there would still be more than sufficient land remaining for future commercial/retail, business park/office, and industrial development.

Overview of the Large-Lot Vesting Tentative Subdivision Map

The proposed large-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B/1C is intended to create 69 parcels and 9 lots of various sizes (Attachment D: Large-Lot

Vesting Tentative Subdivision Map). This large-lot subdivision is for the purpose of sale or finance and is not intended by the Applicant or the City for development on any portion of the property without the approval of a separate and subsequent Tentative Subdivision Map and corresponding Final Map(s) that are consistent with the Tracy Hills Specific Plan, such as the proposed small-lot Vesting Tentative Subdivision Map for Phase 1B, described below.

Overview of the Small-Lot Vesting Tentative Subdivision Map

The proposed small-lot Vesting Tentative Subdivision Map for Phase 1B includes 432 single-family lots and a 6.7-acre park, as well as a linear park and HOA recreation area. The subdivision design would include four distinct villages with typical lot sizes of 55' x 90' for Village 9A, 55' x 100' for Village 9B, 50' x 85' for Village 10, and 47' x 70' for Village 11 (Attachment E: Small-Lot Vesting Tentative Subdivision Map). The small-lot Vesting Tentative Subdivision Map for Phase 1B also includes two commercial parcels and two parcels for high density residential. The Phase 1C area is shown as large parcels matching the large-lot Vesting Tentative Subdivision Map. According to the applicant, a small-lot Vesting Tentative Subdivision Map will be proposed in the future for Phase 1C. The proposed small-lot Vesting Tentative Subdivision Map for Phase 1B is consistent with the proposed amendments to the Tracy Hills Specific Plan.

Traffic Analysis

The City conducted a traffic analysis of the proposed Tracy Hills Phase 1B/1C project. The details of the traffic analysis, including identification and timing of necessary traffic improvements, are included in the Transportation/Traffic section of the CEQA Initial Study (Attachment F: CEQA Initial Study). Engineering staff and consultants will be present during this agenda item to explain the list of necessary traffic improvements and the required timing of such improvements.

Planning Commission Discussion

The Planning Commission held a public hearing to consider the project on October 14, 2020 and recommended that the City Council approve the Tracy Hills Phase 1B/1C Project, which includes approving the General Plan Amendment, introducing an ordinance approving the Tracy Hills Specific Plan Amendment, approving the large-lot Vesting Tentative Subdivision Map, and approving the small-lot Vesting Tentative Subdivision Map.

Subsequent to the Planning Commission meeting on October 14, 2020, the Developer requested minor modifications to Engineering conditions to clarify timing and extent of certain improvements. Staff reviewed the requested clarifications and made changes to the following conditions:

Condition C.2.7.5 : Revised to clarify timing of construction of Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road.

Condition C.2.7.9 : Revised to clarify the extent of improvements on Lammers Road north of Tracy Hills Drive.

Condition 2.7.12 : Revised to clarify requirement for pavement repaving/overlay on Corral Hollow Road.

Environmental Document

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed project (Attachment F: CEQA Initial Study). Therefore, pursuant to Section 15168(c)(2), no further environmental document is required.

STRATEGIC PLAN

This agenda item is not related to the City Council's Strategic Plans.

FISCAL IMPACT

The costs of these development applications were funded by application fees and a Cost Recovery Agreement.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council approve the Tracy Hills Phase 1B/1C Project by taking the following actions:

1. Approve a General Plan Amendment (Application Number GPA19-0001)
2. Introduce an Ordinance approving a Tracy Hills Specific Plan Amendment (Application Number SPA19-0002)
3. Approve a Large-Lot Vesting Tentative Subdivision Map (Application Number TSM18-0007)
4. Approve a Small-Lot Vesting Tentative Subdivision Map (Application Number TSM18-0006)

Prepared by: Scott Claar, Senior Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – General Plan Amendment
Attachment B – Tracy Hills Specific Plan Amendment
Attachment C – Economic Study
Attachment D – Large-Lot Vesting Tentative Subdivision
Map Attachment E – Small-Lot Vesting Tentative Subdivision
Map Attachment F – CEQA Initial Study

RESOLUTION 2020-188

APPROVING A SMALL-LOT VESTING TENTATIVE SUBDIVISION MAP FOR THE TRACY HILLS PHASE 1B PROJECT TO CREATE 432 SINGLE-FAMILY RESIDENTIAL LOTS, A PARK SITE, AND APPROXIMATELY 70 OTHER PARCELS ON APPROXIMATELY 310 ACRES LOCATED WEST OF PHASE 1A IN THE VICINITY OF TRACY HILLS DRIVE, APPLICATION NUMBER TSM18-0006

WHEREAS, The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580, and

WHEREAS, On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment, a comprehensive update to the Tracy Hills Specific Plan, and a Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, which consists of approximately 417 acres and includes approximately 1,160 single-family residential lots, and

WHEREAS, On October 24, 2018, an application was submitted for a small-lot Vesting Tentative Subdivision Map for the Tracy Hills Phase 1B Project to create 432 single-family residential lots, a park site, and approximately 70 other parcels on approximately 310 acres located west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006, and

WHEREAS, The proposed small-lot Vesting Tentative Subdivision Map is consistent with the General Plan and the Tracy Hills Specific Plan, as amended, and

WHEREAS, The proposed small-lot Vesting Tentative Subdivision Map is consistent with the Tracy Municipal Code, Title 12, Subdivisions, and

WHEREAS, The site is physically suitable for the type of development and will be developed in accordance with City standards, and

WHEREAS, The site is physically suitable for the proposed density of development. The proposed density of 3.5 dwelling units per gross acre is consistent with the General Plan Residential Low designation, which provides for a density range of 2.1 to 5.8 dwelling units per gross acre. Traffic circulation is designed in accordance with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, and

WHEREAS, The project complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to, the local floodplain ordinance. The subject property is not located within any floodplain and the project, with conditions, will meet all applicable City design and improvement standards, and

WHEREAS, All public facilities necessary to serve the subdivision or mitigate any impacts created by the subdivision will be constructed or assured before approval of a final map or issuance of a building or grading permit, and

WHEREAS, An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills Phase 1B/1C Project. Therefore, pursuant to Section 15168(c)(2), no further environmental document is required, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on October 14, 2020 and recommended that the City Council approve the small-lot Vesting Tentative Subdivision Map for the Tracy Hills Phase 1B Project, Application Number TSM18-006, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on November 10, 2020;

NOW, THEREFORE BE IT RESOLVED, As follows:

Recitals. The foregoing recitals are true and correct and are incorporated herein as findings.

NOW, THEREFORE BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the small-lot Vesting Tentative Subdivision Map for the Tracy Hills Phase 1B Project to create 432 single-family residential lots, a park site, and approximately 70 other parcels on approximately 310 acres located west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006, subject to the conditions stated in Exhibit "1" attached and made part hereof.

* *

The foregoing Resolution 2020-188 was passed and adopted by the City Council of the City of Tracy on the 10th day of November 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: RICKMAN
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.

7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

   As used in these Conditions of Approval:

   "Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

   "Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

   Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

   a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall, at its expense, form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Property for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public

landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

   a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

   Or

   b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

   a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

    a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

    Or

    b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. **Engineering Division Conditions of Approval**

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C,* approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report,* dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto ("Sanitary Sewer Study").

f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto ("*Water Study*").

g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant ("Storm Drainage Study").

h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.

i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("Corral Hollow Road Plan Line"), dated November 7, 2016.

j) Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.

k) *Any Finance Implementation Plan* ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.

l) *Development Agreement,* executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) Agreement to Defer Payment of Development Impact Fees on New Residential Development, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2. Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical/Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1. Not used.

C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.

C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.

C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.

C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay $50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.

b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.

d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.

e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.

f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.

g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.

h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-whether, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

C.2.9.1. The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

C.2.10. Public Utility Easements

C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Not Used.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to

serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

October 19, 2021

AGENDA ITEM 1.J

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4084 - TRACY HILLS VILLAGE 9B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 4084 - Tracy Hills Village 9B, for subdivision into 64 single-family residential lots and numerous other parcels. Approval of the Final Subdivision Map will facilitate 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, Inc., a California Corporation (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.

DISCUSSION

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 4084 - Tracy Hill Phase 9B.

The Developer is requesting approval of the Final Subdivision Map for Tract 4084 - Tracy Hills Village 9B to create 64 single-family residential lots and other aforementioned parcels located on approximately 36.4 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4084 - Tracy Hills Phase 9B (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 for the required public street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer. Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval 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 and other in-tract improvements associated with the 64 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4084 - Tracy Hills Village 9B.

The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4084 - Tracy Hills Village 9B that was approved by the City Manager on September 3, 2021, and executed by the City and Developer, which allowed the Developer to proceed with the construction and installation of the required public improvements at its own risk prior to the Engineering Division's completion of the review and approval of the appurtenant plans and specifications.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with 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.

FISCAL IMPACT

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.

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4084 - Tracy Hills Village 9B, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Doug Rodgers, SNG & Associates, Inc.

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement

RESOLUTION 2021-149

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4084 - TRACY HILLS VILLAGE 9B, AND AUTHORIZING THE CITY CLERK TO FILE THE 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 4084 - Tracy Hills Phase 9B, consists of 64 single-family residential lots and other aforementioned parcels located on approximately 36.4 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, Specifications, and Cost Estimates for the required public street and utility 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 4084 - Tracy Hills Phase 9B (SIA) by reference, and

WHEREAS, The Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer, and

WHEREAS, The SIA addresses construction of the public streets, utilities and other in-tract improvements associated with the 64 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4084 - Tracy Hills Village 9B development, and

WHEREAS, The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4084 - Tracy Hills Village 9B, which was approved by the City Manager on September 3, 2021, and subsequently executed by the City and Developer, 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, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4084 - Tracy

Hills Village 9B, and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

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

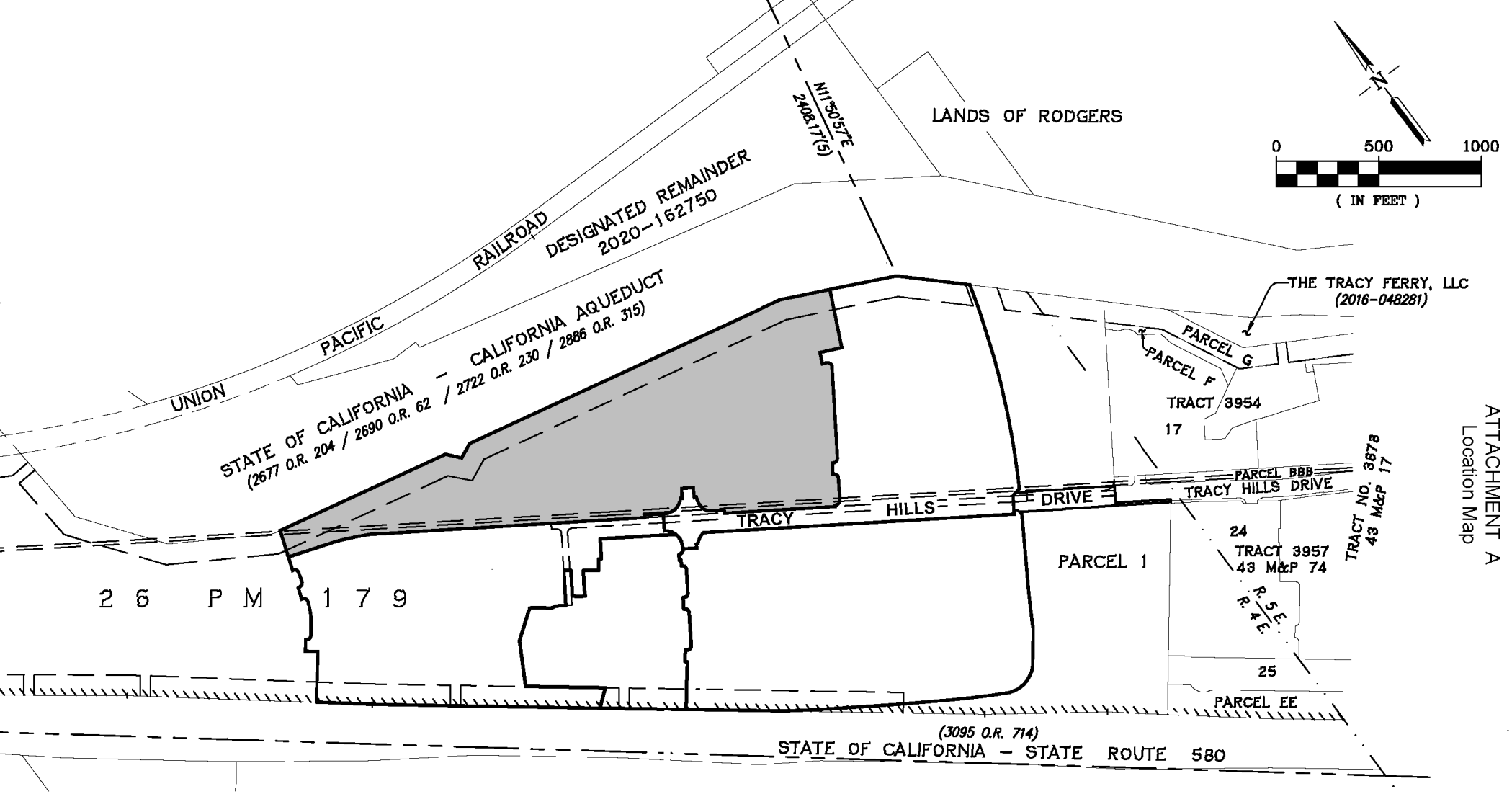
The foregoing Resolution 2021-149 was passed and adopted by the Tracy City Council on the 19th day of October, 2021, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK



ATTACHMENT A
Location Map

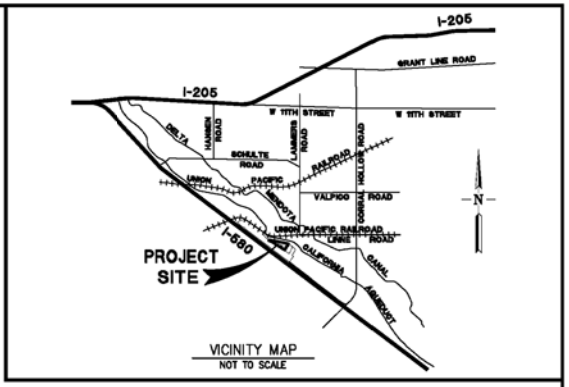
TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
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 PORTIONS OF SECTIONS 1 AND 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
AUGUST 2021



VICINITY MAP
NOT TO SCALE

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. 4084, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9B", 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 "BARTON AVENUE", "IRONWOOD STREET", "SINGH LANE", "HINTON DRIVE", AND "GATLIN DRIVE" 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, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED ON THIS MAP AS PARCELS "J" AND "M" ARE FOR PUBLIC PARK PUPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED ON THIS MAP AS "PARCEL K" IS FOR RETENTION BASIN, DRAINAGE, PARK, AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE HOMEOWNERS ASSOCIATION: THE AREAS DESIGNATED IN THIS MAP AS PARCELS "G", "H", "I", "L", "N", "O", "P", "Q", AND "R".

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 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 THUSLY //////////// (LOT H TO AND FROM IRONWOOD STREET, LOT 106 TO AND FROM KUSNICK STREET, LOTS 70, 107, 119, 120, 129 AND 130 TO AND FROM BARTON AVENUE, LOTS 77, 113, 125 AND 133 TO AND FROM SINGH LANE, LOT 114 TO AND FROM GATLIN DRIVE, LOT 126 TO AND FROM HINTON DRIVE).

DATED THIS _____ DAY OF _____, 2021.

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 _____, 202___, 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

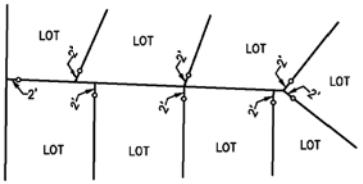
MY COMMISSION NUMBER: _____

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 RJA 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 _____, 2021, 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

JOB NO. 185011

SHEET 1 OF 10 SHEETS

ATTACHMENT B
Final Subdivision Map

TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
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 PORTIONS OF SECTIONS 1 AND 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
AUGUST 2021

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 AG ESSENTIAL HOUSING CA 1, L.P. ON JANUARY 1, 2021. 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 _____, 2021.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

CITY ENGINEER'S STATEMENT

I, ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4084, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9B", 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 _____, 2021.

REGISTERED PROFESSIONAL ENGINEER
ROBERT ARMIJO
No. 63173
CIVIL
STATE OF CALIFORNIA

ROBERT ARMIJO, R.C.E. NO. 63173
CITY ENGINEER

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4084, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9B", CITY OF TRACY, CALIFORNIA AND THAT 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 _____, 2021.

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

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 85255:

"BARTON AVENUE", "IRONWOOD STREET", "SINGH LANE", "HINTON DRIVE", AND "GATLIN DRIVE" FOR THE PURPOSES OF PUBLIC STREET RIGHTS-OF-WAY, PARCELS "J" AND "M" FOR PUBLIC PARK PURPOSES, AND PARCEL "K" FOR RETENTION BASIN, DRAINAGE, PARK, AND UTILITY PURPOSES.

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" AND "STORM DRAIN EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 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(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:
1. SJCOG, INC. CONSERVATION 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 _____, 2021, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 4084, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 9B", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOT H TO AND FROM IRONWOOD STREET, LOT 106 TO AND FROM KUSNICK STREET, LOTS 70, 107, 119, 120, 129 AND 130 TO AND FROM BARTON AVENUE, LOTS 77, 113, 125 AND 133 TO AND FROM SINGH LANE, LOT 114 TO AND FROM GATLIN DRIVE, LOT 126 TO AND FROM HINTON DRIVE. ALL AS SHOWN ON THIS FINAL MAP, 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, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF PARCELS "J" AND "M" FOR PUBLIC PARK PURPOSES, AND PARCEL "K" FOR RETENTION BASIN, DRAINAGE, PARK, AND UTILITY PURPOSES, SUBJECT TO THE SATISFACTORY COMPLETION OF IMPROVEMENTS.

I HEREBY FURTHER STATE PURSUANT TO GOVERNMENT CODE SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE ABANDONMENT OF THE EASEMENT LISTED ON SHEET 3 OF THIS 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 _____, 2021.

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 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.

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

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	
3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	
ABUTTERS RIGHTS OF ACCESS RELINQUISHED	

SDE	STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE

TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 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 PORTIONS OF SECTIONS 1 AND 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

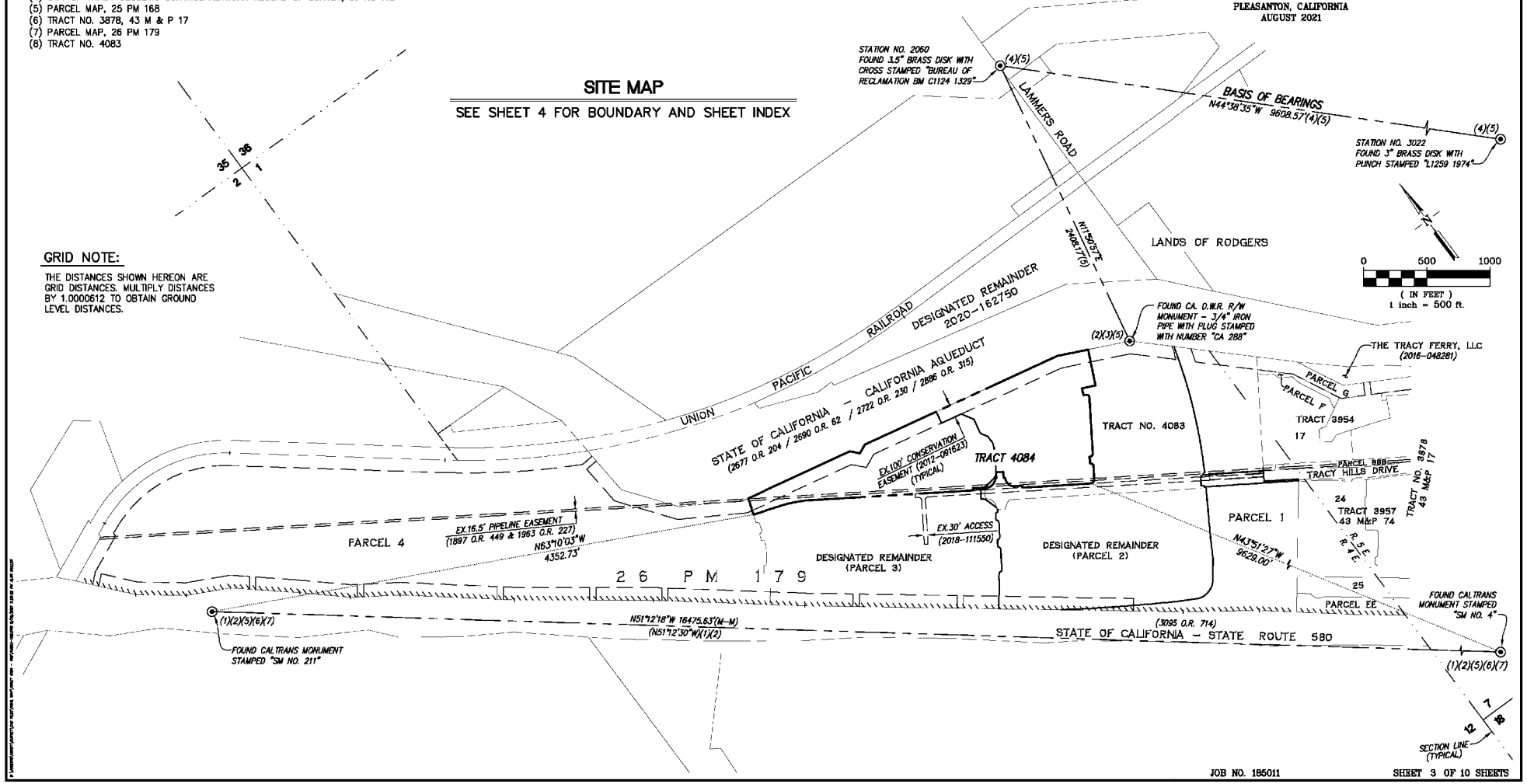
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

AUGUST 2021

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

Curve Table			
Curve	Radius	Delta	Length
C1	25.00'	90°00'00"	39.27'
C2	61.50'	53°16'48"	57.19'
C3	116.50'	26°18'22"	53.49'
C4	125.00'	10°24'50"	22.72'
C5	70.00'	3°27'43"	4.23'
C6	61.50'	16°03'50"	17.24'
C7	81.50'	70°28'29"	100.25'
C8	81.50'	23°32'53"	33.50'
C9	81.50'	46°55'36"	66.75'
C10	1026.00'	11°56'45"	213.91'
C11	1026.00'	2°15'47"	40.52'
C12	20.00'	98°21'37"	34.33'
C13	20.00'	90°00'00"	31.42'
C14	221.50'	16°13'04"	62.70'
C15	50.00'	17°35'09"	15.35'
C16	50.00'	13°43'51"	11.98'
C17	70.00'	30°38'36"	37.44'
C18	187.00'	8°05'48"	26.43'
C19	200.00'	16°39'30"	58.15'
C20	200.00'	11°50'40"	41.34'
C21	200.00'	14°20'04"	50.04'

Line Table		
Line	Bearing	Distance
L1	N66°48'06"W	8.50'
L2	N33°36'43"E	25.12'
L3	N56°23'17"W	57.00'
L4	N33°36'43"E	44.68'
L5	N33°36'43"E	137.50'
L6	N52°55'34"W	8.50'
L7	N33°36'43"E	14.00'
L8	N12°15'31"E	166.79'
L9	N12°15'31"E	66.79'
L10	N25°15'06"E	57.00'
L11	N64°44'54"W	23.05'
L12	N56°23'17"W	5.00'
L13	N33°36'43"E	55.00'
L14	N56°12'46"W	86.89'
L15	N33°36'43"E	74.72'
L16	N73°09'23"W	6.52'
L17	N29°11'13"W	68.83'
L18	N33°36'43"E	14.00'

Radial Bearing Table	
No.	Bearing
R1	N86°53'51"E
R2	N36°51'45"W
R3	N13°18'52"W
R4	N21°39'58"E
R5	N72°36'21"W
R6	N89°48'30"E
R7	N76°04'39"E
R8	N73°16'44"W
R9	N24°56'25"E

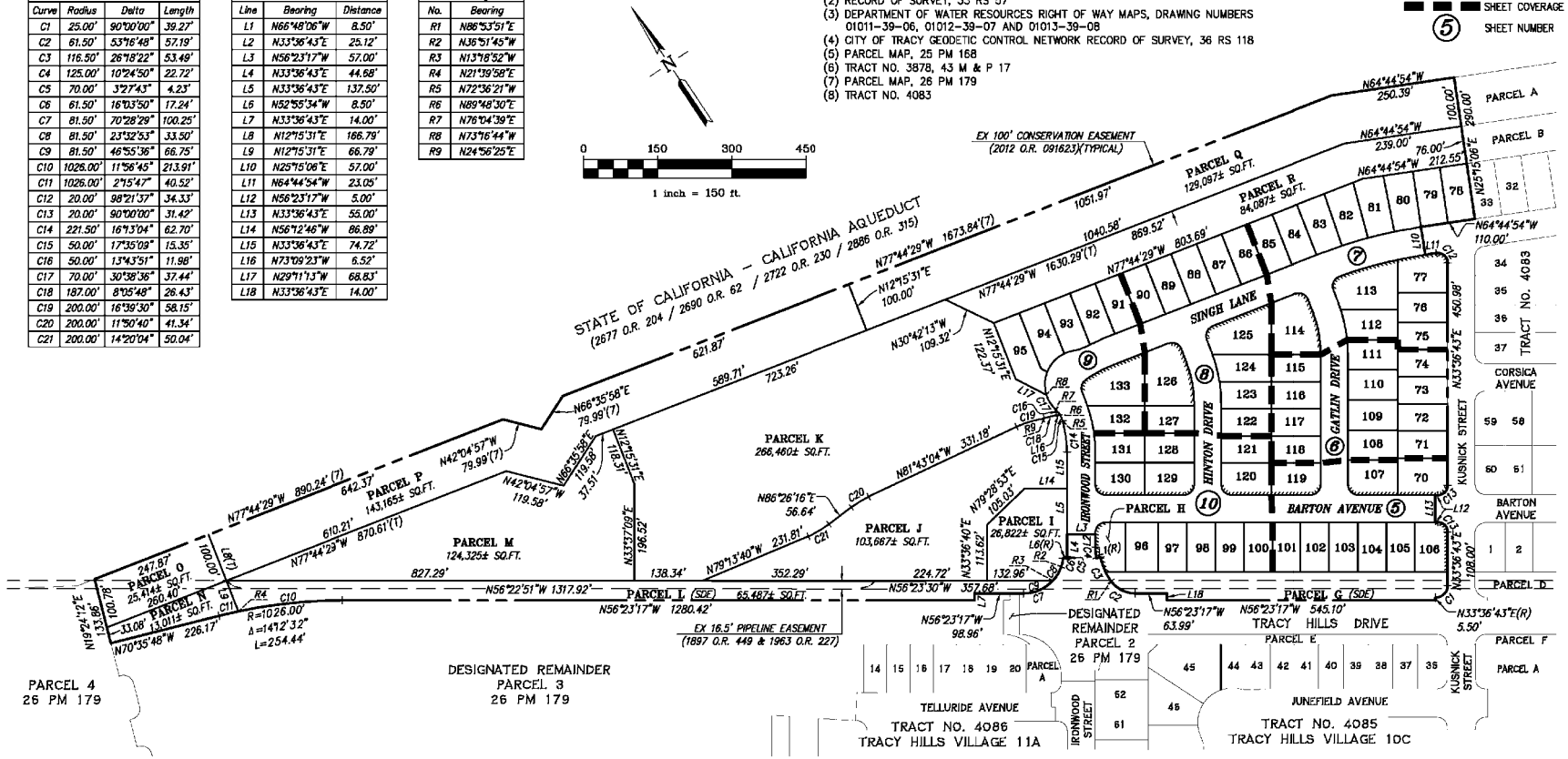
REFERENCES:

(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

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 36.39± ACRES
AREA OF LOTS 70-133 = 9.53± ACRES
AREA OF STREETS = 3.34± ACRES

SHEET COVERAGE
(5) SHEET NUMBER



TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 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 PORTIONS OF SECTIONS 1 AND 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
AUGUST 2021

JOB NO. 185011

SHEET 4 OF 10 SHEETS

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

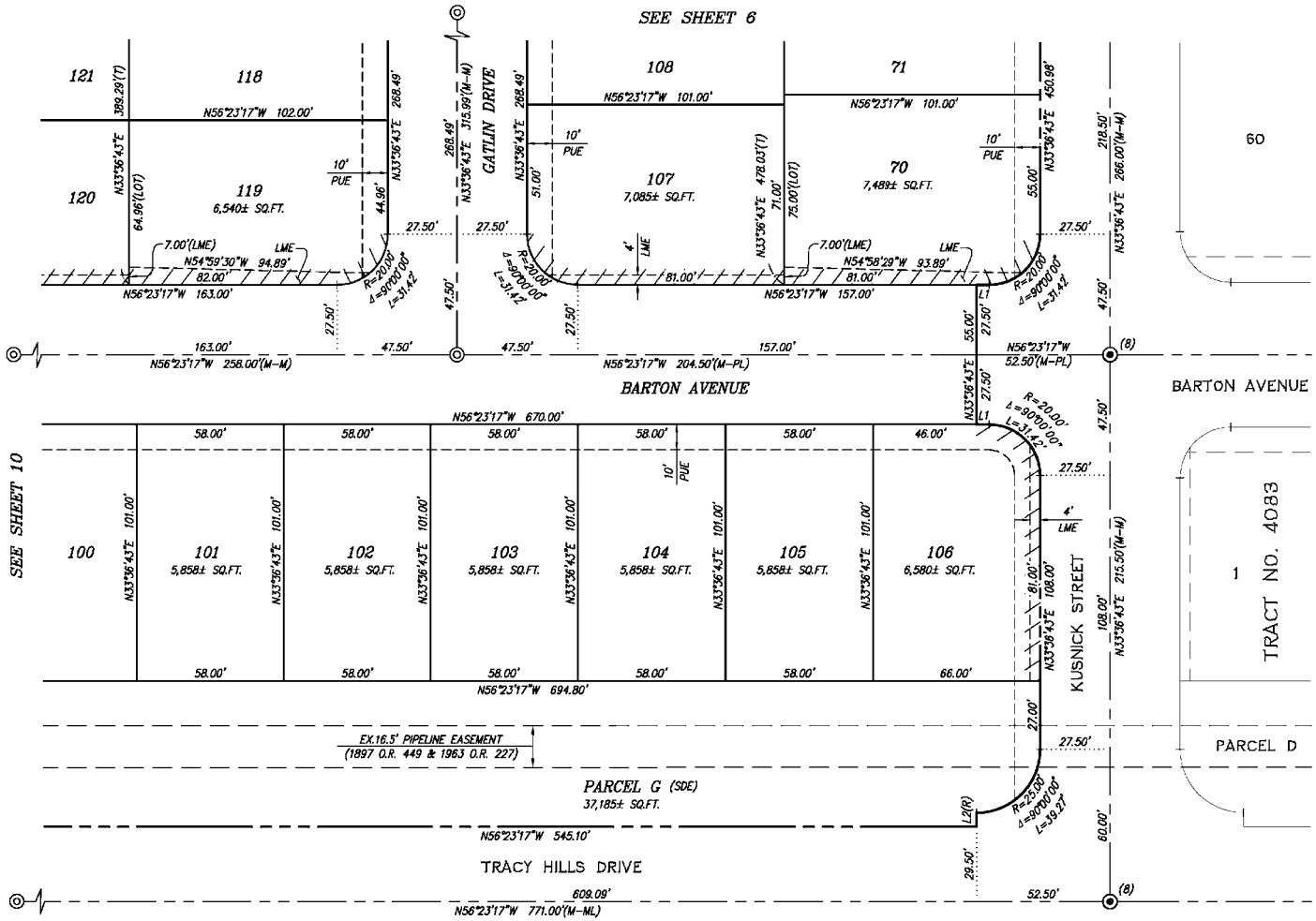
BASIS OF BEARINGS

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
- PUE PUBLIC UTILITY EASEMENT

SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
STDE	SIGHT DISTANCE EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



Line Table		
Line	Bearing	Distance
L1	N56°23'17"W	5.00'
L2	N33°36'43"E	5.50'

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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(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083

0 30 60 90

1 inch = 30 ft.

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 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
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

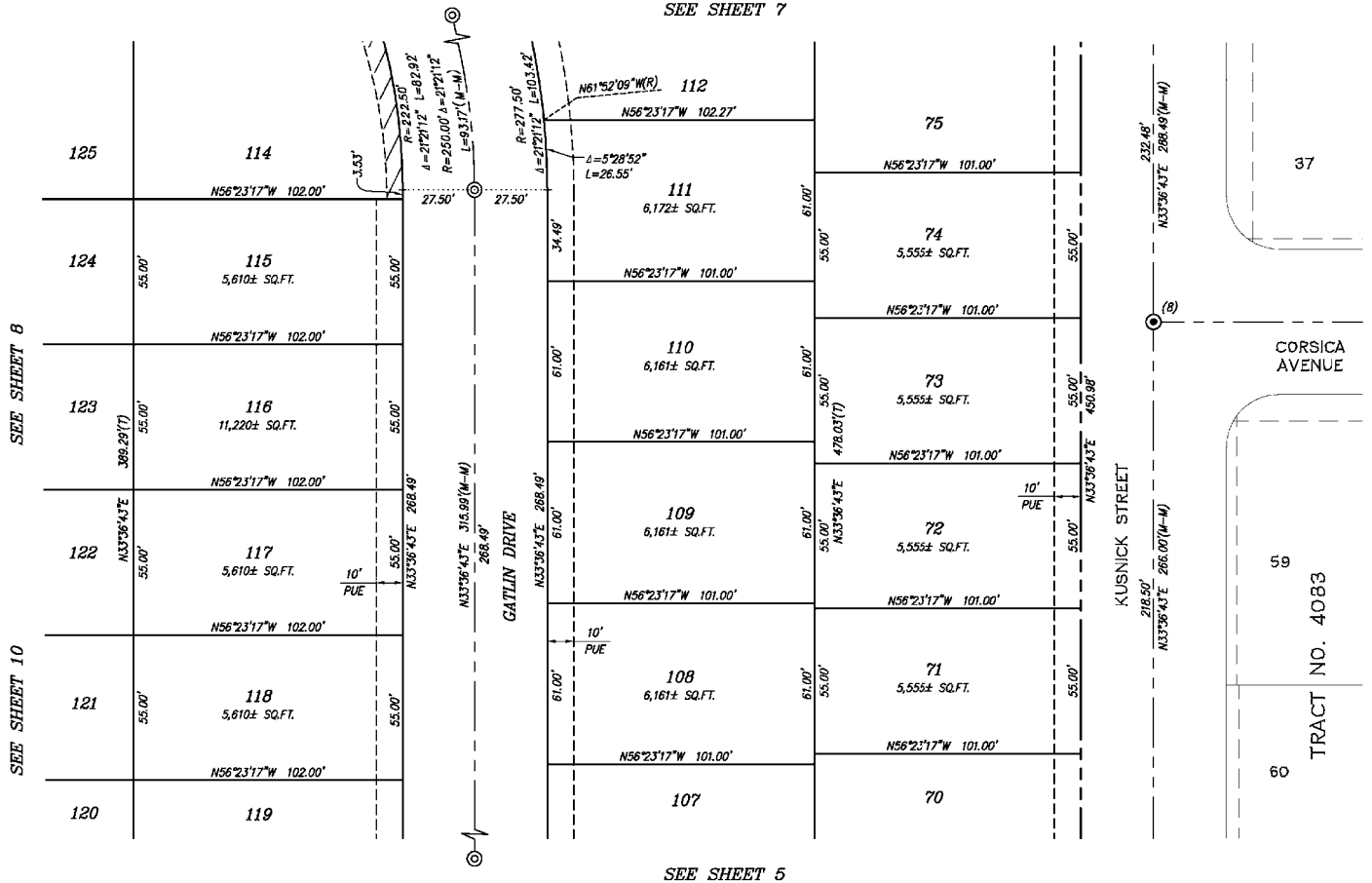
TRACY HILLS VILLAGE 9B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 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 PORTIONS OF SECTIONS 1 AND 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

AUGUST 2021



0 30 60 90

1 inch = 30 ft.

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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 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
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TRACT NO. 4084
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 9B

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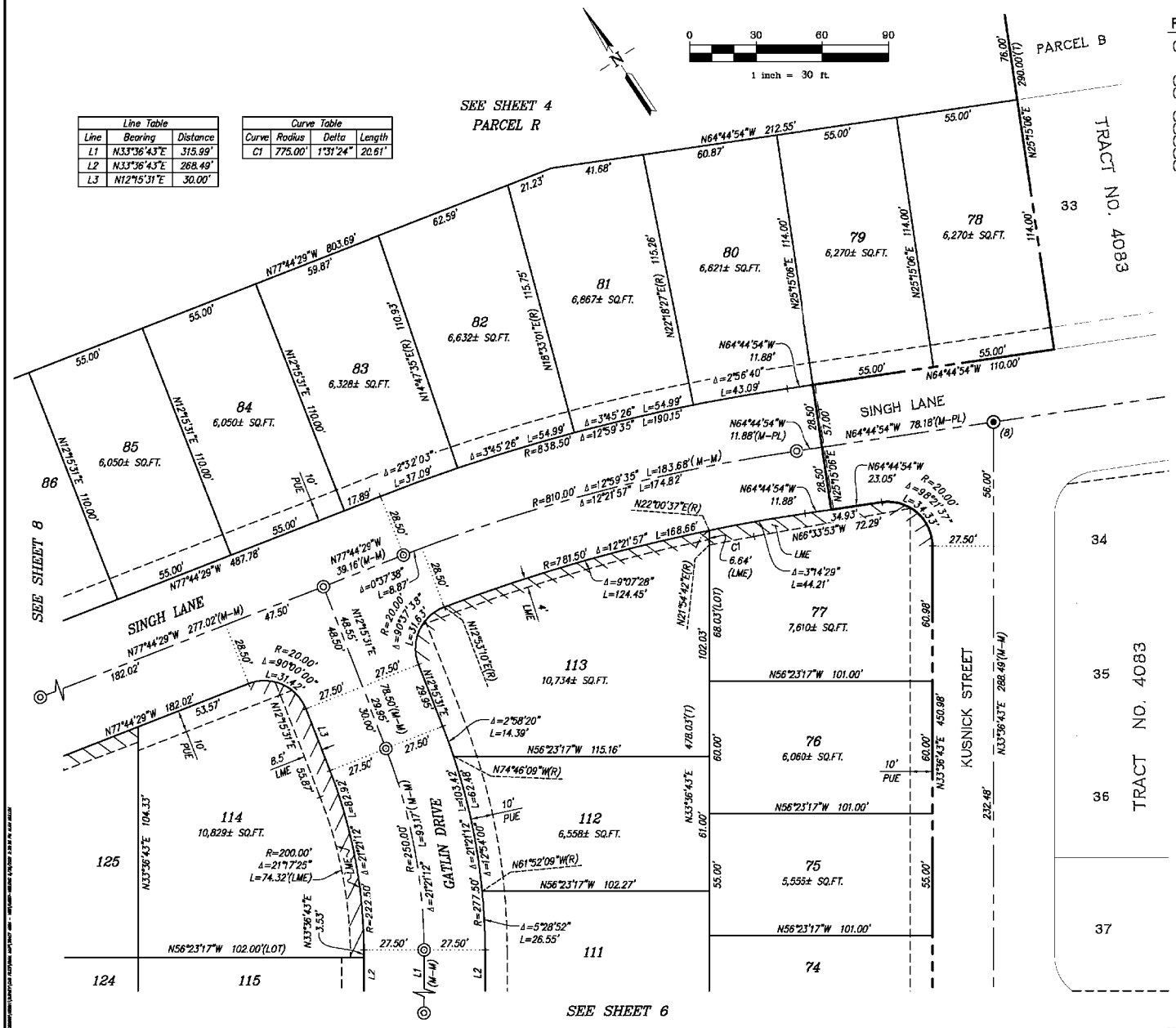
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

AUGUST 2021



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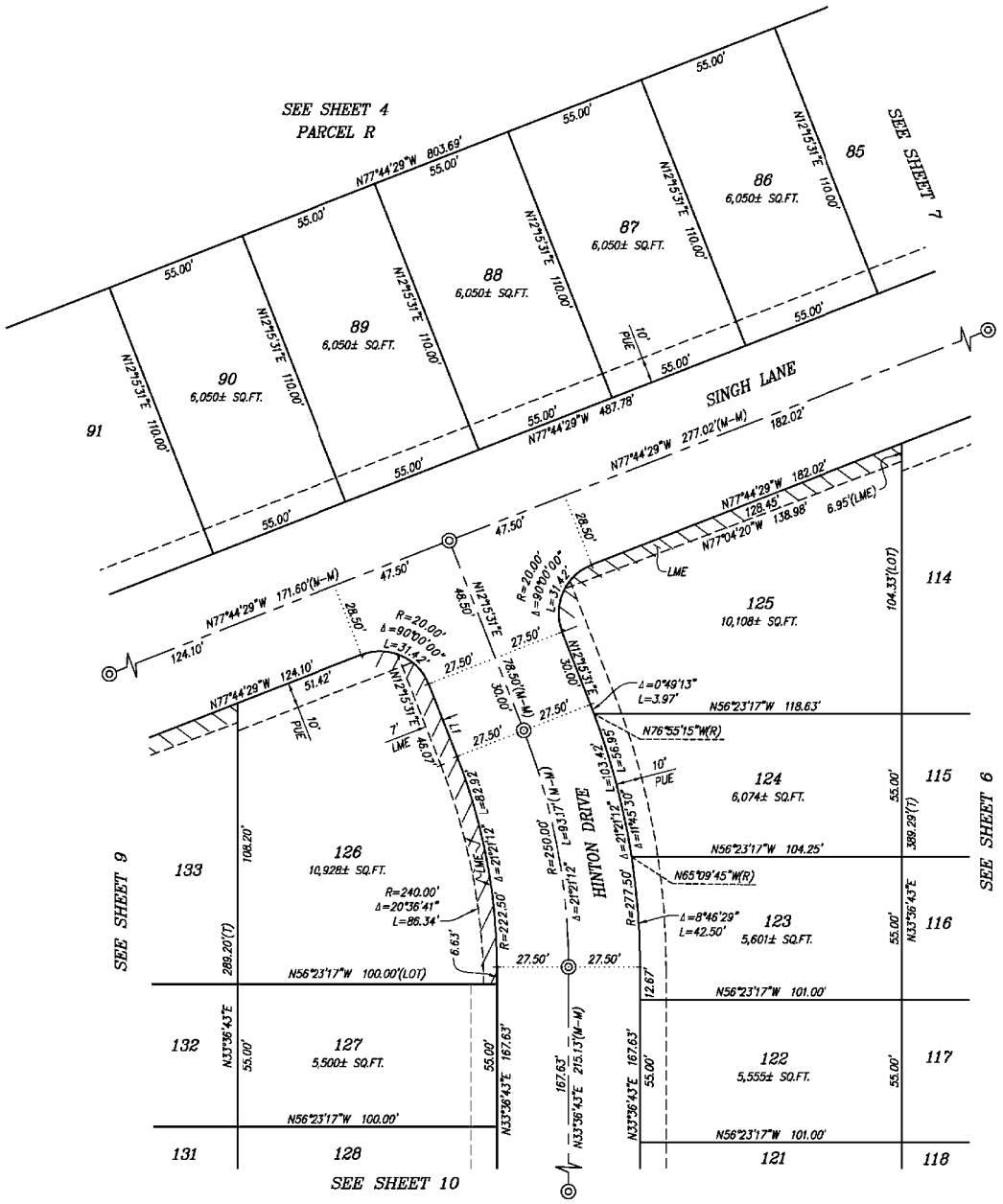
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011 SHEET 7 OF 10 SHEETS



Line Table		
Line	Bearing	Distance
L1	N12°15'31"E	30.00'

0 30 60 90

1 inch = 30 ft.

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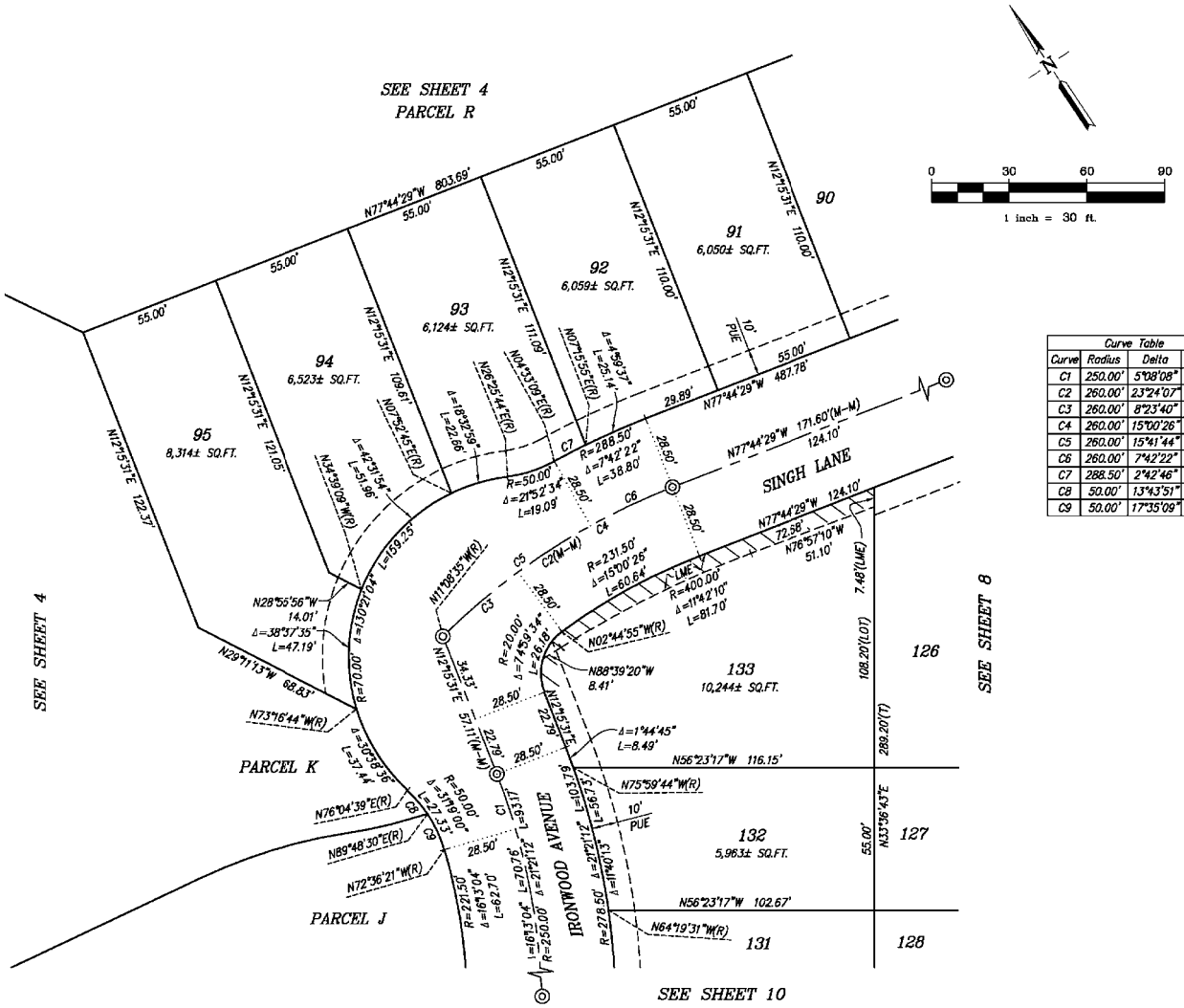

Curve Table			
Curve	Radius	Delta	Length
C1	250.00'	5°08'08"	22.41'
C2	260.00'	23°24'07"	106.19'
C3	260.00'	8°23'40"	38.09'
C4	260.00'	15°00'26"	68.10'
C5	260.00'	15°41'44"	71.23'
C6	260.00'	7°42'22"	34.97'
C7	288.50'	2°42'46"	13.66'
C8	50.00'	13°43'51"	11.98'
C9	50.00'	17°35'09"	15.35'

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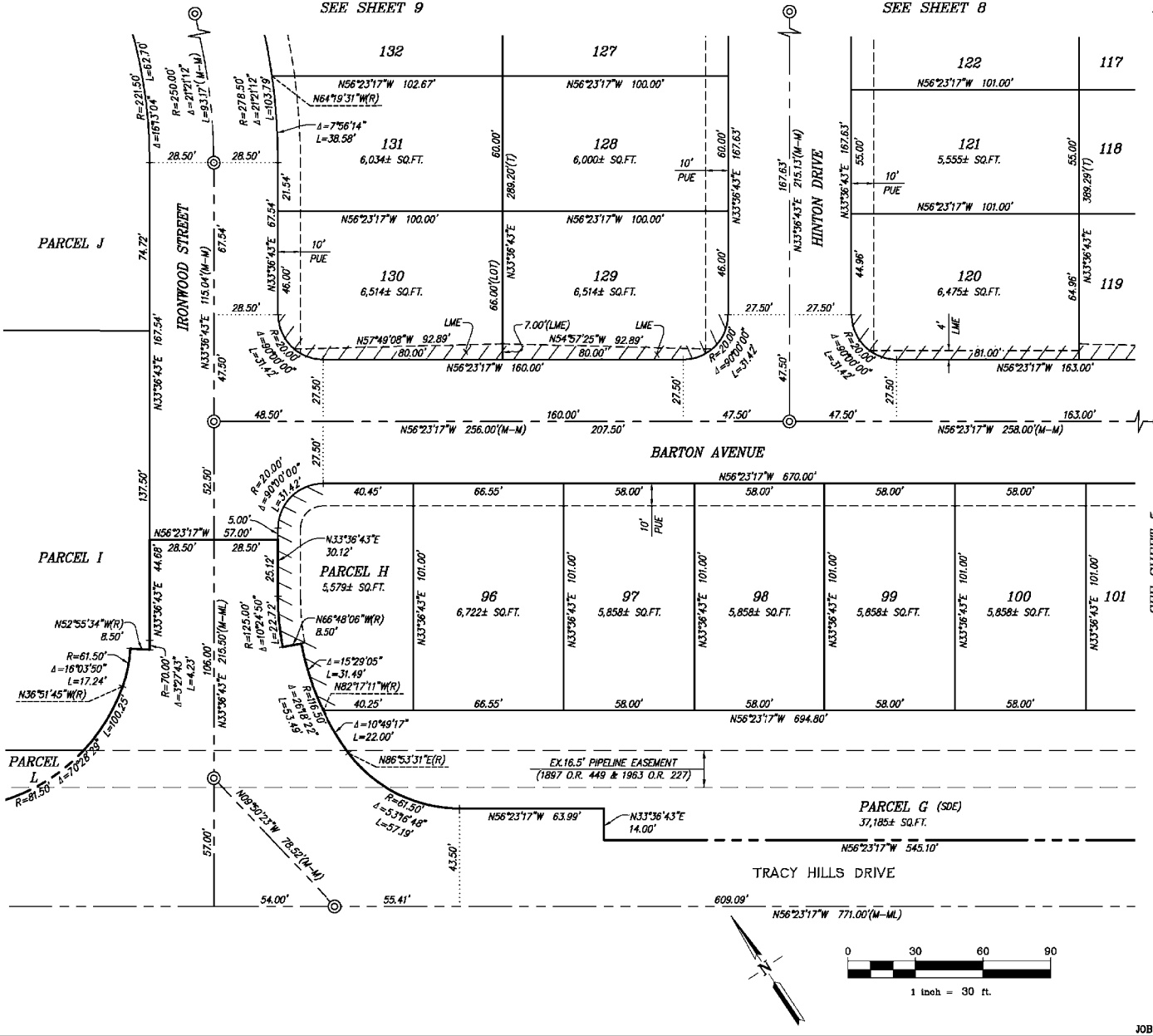

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011 SHEET 10 OF 10 SHEETS

Recording Requested By:

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

Doc #: 2022-123657
10/27/2022 04:03:44 PM
Page: 1 of 44 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

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 4084 - Tracy Hills Village 9B

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**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 Tracy 4084 - Tracy Hills Village 9B, 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 4084 - Tracy Hills Village 9B, consisting of 64 single-family residential lots located on approximately 36.4 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 4084 - Tracy Hills Village 9B, ("**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 ("**Approved Plans and Specifications**") include: sixteen (16) sheets of improvement plans entitled "Improvement Plans, Village 9B, Tract 4084, Tracy Hills Phase 1B", prepared by Ruggeri-Jensen-Azar; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 9B", prepared by Power Systems Design; and four (4) sheets of street lighting plans entitled "Street Lighting Plan Set, Tracy Hills Village 9B", prepared by Power Systems Design.

F. In furtherance of the satisfaction of the Conditions of Approval, landscape improvement plans and specifications which describe in detail the landscape and irrigation improvements in the parkway strips within the public streets shown on the Final Subdivision Map have been prepared on behalf of the Developer and are under review by the City Engineer. The plans and specifications under review include landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans, Neighborhood 9B, Tract 4084 Phase 1B, prepared by FORMA ("**Submitted Plans and Specifications**" or "**Additional Work**").

G. Developer shall not commence with construction of the Additional Work until such time as the City Engineer completes the review and formally approves the Submitted Plans and Specifications. Upon the formal approval by the City Engineer, the Submitted Plans and Specifications shall be incorporated into and made part of this Agreement to the same extent and the same effect as if fully and originally set forth herein as part of the Approved Plans and Specifications.

H. 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 Approved Plans and Specifications, the Submitted Plans and Specifications as ultimately approved by the City Engineer, 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 **$1,268,542.00** 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 **$1,268,542.00** 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 **$126,855.00** 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, Inc. 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 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.

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

City of Tracy

Nancy D. Young, Mayor

Date: 10-20-2022

Approved by City Council on 10/19/2021 by Resolution No. 2021-149.

Attest:

By: Adrianne Richardson, City Clerk

Approved As To Form:

FM

By: ~~Leticia Ramirez,~~ City Attorney
BIJAL PATEL

Developer

LENNAR HOMES OF CALIFORNIA, INC.
a California corporation

By: Bridgit Koller
Title: VP

Date: September 22, 2022

Federal Employer Tax ID No. 931223261

Exhibits

A: Legal Description and Plat of Property (Recital A)
B: Tentative Map Conditions of Approval (Recital C)
C: Location of Project Site (Recital D)

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 San Joaquin }

On October 24, 2022 (*Date*) before me, Adrianne D. Richardson, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Nancy D. Young (*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.

ADRIANNE D. RICHARDSON
Notary Public - California
San Joaquin County
Commission # 2352849
My Comm. Expires Mar 24, 2025

Place Notary Seal and/or Stamp Above

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

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 - Lennar Homes - Tract 4084 - ~~Tracy Hills Village 9B~~

Document Date: October 20, 2022 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young	Signer's Name: _____
■ Corporate Officer – Title(s): _____	■ Corporate Officer – Title(s): _____
■ Partner – ■ Limited ■ General	■ Partner – ■ Limited ■ General
■ Individual ■ Attorney in Fact	■ Individual ■ Attorney in Fact
■ Trustee ■ Guardian or Conservator	■ Trustee ■ Guardian or Conservator
■ Other: Mayor	■ Other: _____
Signer is Representing: City of Tracy	Signer is Representing: _____

©2019 National Notary Association

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 September 22, 2022 before me, Lauren Mary Morte, Notary Public
(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.

LAUREN MARY MORTE
Notary Public - California
Contra Costa County
Commission # 2307493
My Comm. Expires Oct 3, 2023

Signature Lauren Mary Morte (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

All of Lots 70 through 133, Parcel H, and all of Barton Avenue, Ironwood Street, Hinton Drive, Gatlin Drive and Singh Lane, all as shown on the final subdivision map of Tract No. 4084, Tracy Hills Village 9B, filed on November 17, 2021, in Book 44 of Maps and Plats, at Page 2, Recorders Series No. 2021-191726, Official Records of San Joaquin County, California.

See Exhibit "A" Plat Map attached hereto and made a part hereof.

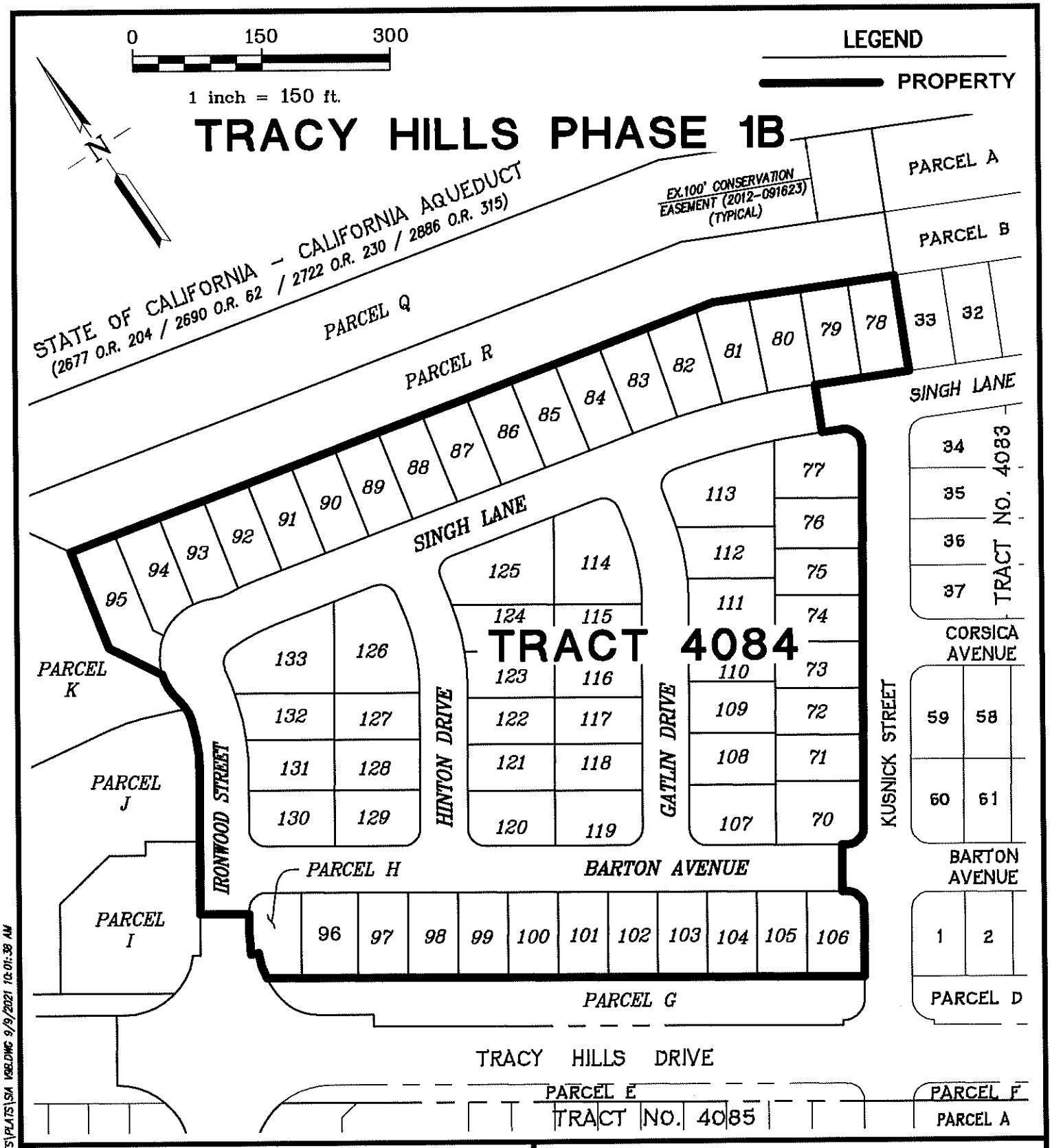


EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 4084 – PORTION OF VILLAGE 9B

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.:
1" = 150'	9-9-2021	185011

G:\JOB2018\185011\SURVEY\CAD FILES\PLATS\SIA V8B.DWG 9/9/2021 10:01:38 AM

EXHIBIT "B"
CONDITIONS OF APPROVAL

Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. Definitions; Abbreviations.

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.

7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

   As used in these Conditions of Approval:

   "Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

   "Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

   Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

   a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall, at its expense, form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Property for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public

landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

   a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

   Or

   b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

   a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

    a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

    Or

    b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. **Engineering Division Conditions of Approval**

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C,* approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report,* dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto ("Sanitary Sewer Study").

f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto ("*Water Study*").

g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant ("Storm Drainage Study").

h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.

i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("Corral Hollow Road Plan Line"), dated November 7, 2016.

j) Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.

k) *Any Finance Implementation Plan* ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.

l) *Development Agreement,* executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) Agreement to Defer Payment of Development Impact Fees on New Residential Development, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2. Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical/Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1. Not used.

C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.

C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.

C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.

C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay $50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.

b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.

d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.

e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.

f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.

g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.

h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-whether, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

C.2.9.1. The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

C.2.10. Public Utility Easements

C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Not Used.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to

serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

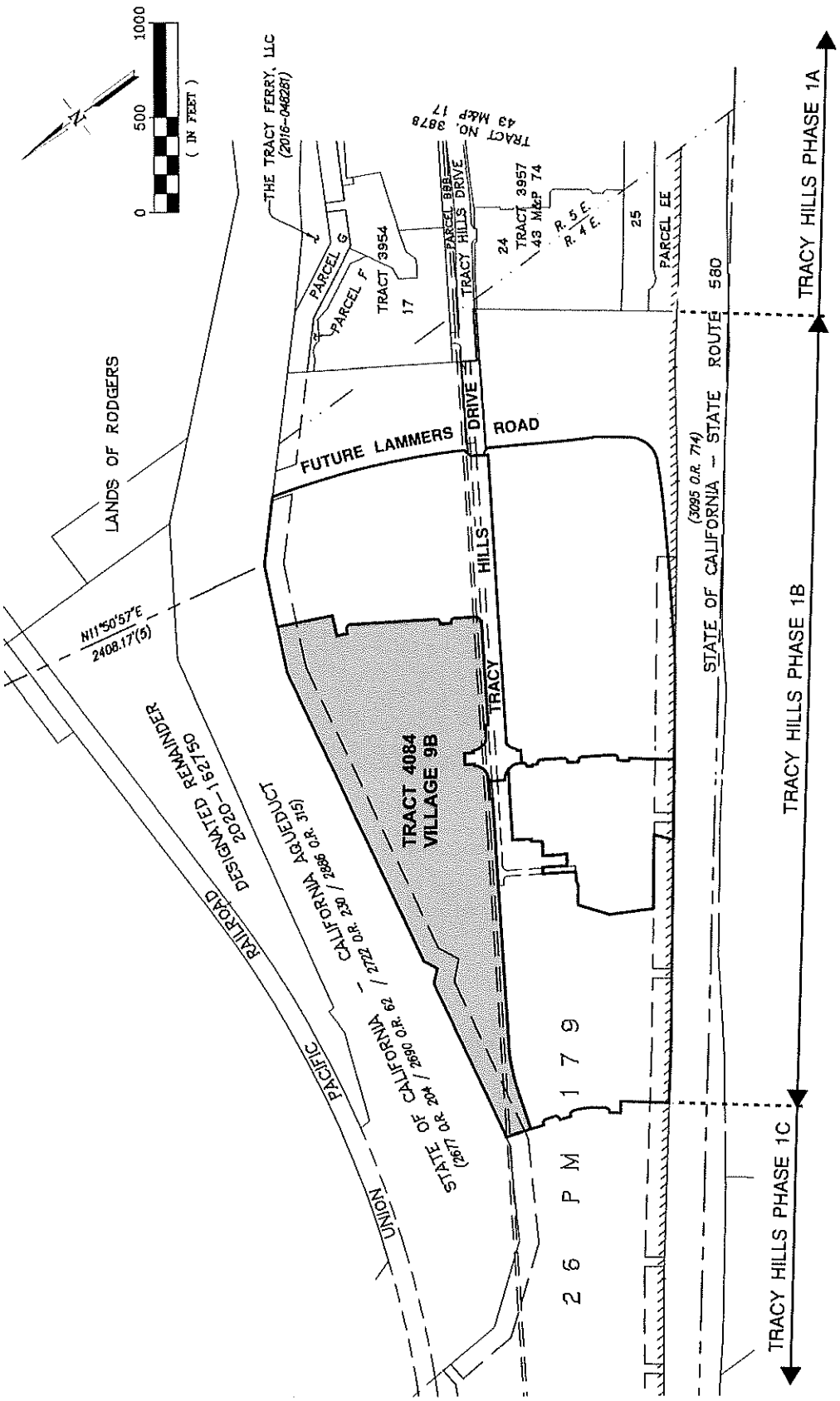
C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT "C"
LOCATION OF PROJECT SITE



October 19, 2021

AGENDA ITEM 1.L

REQUEST

APPROVE THE DEFERRED IMPROVEMENT AGREEMENT FOR TRACY HILLS - PHASE 1B, AND AUTHORIZE THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Lennar Homes of California, a California corporation (Developer) has requested that the construction of certain improvements required under the Conditions of Approval for the Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B be deferred to a later date. The Developer has signed the Deferred Improvement Agreement (DIA) to guarantee completion of the Deferred Improvements in accordance with the timeframes set forth in the Conditions of Approval.

DISCUSSION

The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, Interstate 580 to the south, Future Lammers Road to the east, the UPRR railroad tracks to the west and near the future Lammers Road interchange to the east (Property). Developer is under contract to purchase the Property from the owner, who has consented to Developer recording the DIA.

On November 10, 2020, the 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 (VTSM), pursuant to Resolution No. 2020-188. Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval).

The Developer has applied to the City for approval of the first final map based upon the approved VTSM and has executed a Subdivision Improvement Agreement for the on-site public facilities required to serve said final map. The Developer has posted security to guarantee completion of the improvements triggered with the final map. In accordance with the Conditions of Approval, prior to the City's approval of the first final map within the Project, the Developer is required to execute a Deferred Improvement Agreement by which the Developer agrees to complete construction of all remaining public facilities which are required by the Conditions of Approval (collectively, Deferred Improvements). The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due (Attachment B, Exhibit C of the DIA).

The Deferred Improvements consist of improvements and certain other requirements that are not triggered at this time. The times at which these obligations of the Developer need to be satisfied are listed in the Conditions of Approval. The DIA does not change any of the obligations or timing of the improvements specified in the Conditions of Approval. The Deferred Improvements and associated times of completion are summarized in the following table:

SUMMARY OF DEFERRED IMPROVEMENTS			
No.	Condition No.	Description of Improvement	Timing of Completion
1	B.8	Neighborhood Park	Before final inspection or occupancy of the 180th dwelling unit
2	C.2.7.4	Lammers Road between Tracy Hills Drive and Corral Hollow Road	At a total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive
3	C.2.7.11	Corral Hollow Road and Lammers Road Intersection Improvements	Concurrent with the construction of Lammers Road per No. 2 above
4	C.2.7.12	Corral Hollow Road Pavement Repaving/Overlay	Concurrent with the construction of intersection per No. 3 above
5	C.2.7.16	Emergency Vehicle Access Road reconstruction north of Tracy Hills Drive	Prior to issuance of first building permit in Phase 1B
6	C.2.7.11	Corral Hollow Road/I-580 EB Ramps	2,588 Peak Hour Trips
7	"	Corral Hollow Road/I-580 WB Ramps	2,588 Peak Hour Trips
8	"	Corral Hollow Road between S. Tracy Hills Road and Golden Leaf Lane	2,588 Peak Hour Trips
9	"	Lammers Road between I-580 and Kimball High School	2,588 Peak Hour Trips
10	"	Corral Hollow Road Bicycle/Ped Facilities	2,588 Peak Hour Trips

The Developer has executed the DIA to ensure that the Deferred Improvements will be completed in accordance with the times specified in the Conditions of Approval. The DIA requires that the Developer shall submit the required security within 60 days from the approval of the DIA to guarantee completion of improvements.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Deferred Improvement Agreement for Tracy Hills - Phase 1B, and authorize the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Doug Rodgers, SNG & Associates, Inc.

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Deferred Improvement Agreement

RESOLUTION 2021-151

APPROVING THE DEFERRED IMPROVEMENT AGREEMENT FOR TRACY HILLS - PHASE 1B, AND AUTHORIZING THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, On November 10, 2020, the 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 (VTSM), pursuant to Resolution No. 2020-188, and

WHEREAS, Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval) that require the Developer to design and construct certain on-site and off-site improvements connected with the Project, and

WHEREAS, The Developer has applied to the City for approval of the first final map based upon the approved VTSM and has executed a Subdivision Improvement Agreement for the on-site public private facilities required to serve said final map, and

WHEREAS, In accordance with the Conditions of Approval, prior to the City's approval of the first final map within the Project, the Developer is required to execute a Deferred Improvement Agreement (DIA) by which (among other things) the Developer agrees to complete construction of all remaining public facilities which are required by the Conditions of Approval but will not be completed at the time the City Council takes action on the first final map, and

WHEREAS, The Developer has requested deferral of certain on-site and off-site public improvements and other requirements (collectively, Deferred Improvements) and has executed the DIA to ensure that the Deferred Improvements will be completed in accordance with the Conditions of Approval, and

WHEREAS, The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due, and

WHEREAS, The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Deferred Improvement Agreement for Tracy Hills - Phase 1B, and authorizes the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2021-151 was passed and adopted by the Tracy City Council on the 19th day of October, 2021, by the following vote:

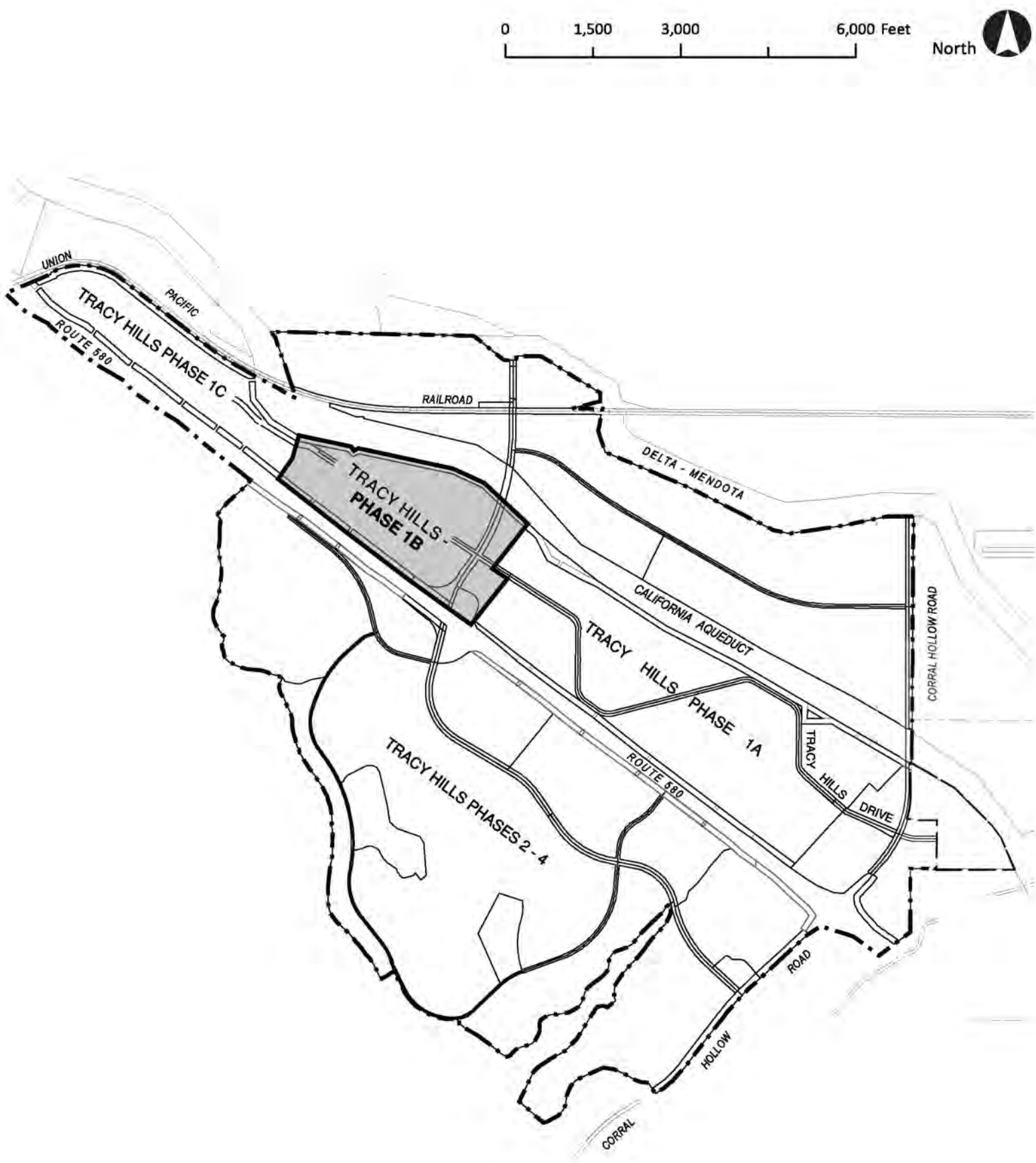
AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT A
Location Map



Doc #: 2022-089184
07/25/2022 09:24:54 AM
Page 1 of 56 Fee: $0.00
Steve J. Bestolarides
San Joaquin County Recorder
Paid By:

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: Adrian Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 1B

This **DEFERRED IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City") and **LENNAR HOMES OF CALIFORNIA, LLC** ("Developer").

RECITALS

A. Developer is the developer of the real property generally bordered by the California Aqueduct to the north, Interstate 580 to the south, Future Lammers Road to the east, the UPRR railroad tracks to the west and near the future Lammers Road interchange to the east (hereinafter, the "***Property***") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Developer is under contract to purchase the Property from the owner, who is consenting to Developer recording this Agreement as evidenced below by the Consent to Recordation executed by AG Essential Housing CA 4 LP, immediately following City's and Developer's signatures.

B. On April 5, 2016, the Tracy City Council ("***City Council***") adopted the Tracy Hills Specific Plan and approved related land use entitlements, including but not limited to that certain *Development Agreement By and Among the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC*, ("***DA***") under Application Number TSM16-001 and approved by Resolution 2016-065. On November 10, 2020, the City Council approved a Specific Plan Amendment under Application Number SPA19-002, a Large Lot Vesting Tentative Subdivision Map processed under Application Number TSM10-007 ("***Large-Lot Map***") and approved by Resolution No. 2020-187, and a Small Lot Vesting Tentative Subdivision Map processed under Application Number TSM18-006 ("***Small-Lot Map***") and approved by Resolution No. 2020-188. Each of the two approved maps' outer boundaries include all of the Property. Both maps are on file with the City Clerk and are incorporated herein by this reference.

two approved maps' outer boundaries include all of the Property. Both maps are on file with the City Clerk and are incorporated herein by this reference.

C. The approval of the Small-Lot Map by the City Council was subject to specified conditions of approval ("***Conditions of Approval***"). The Conditions of Approval are attached hereto as Exhibit "B," and are incorporated herein by reference.

D. As to the Property, currently Developer does not intend to record a final map based upon the Large-Lot Map, but intends to record a final map (or possibly final maps) based upon the Small-Lot Map. If Developer seeks to record a final map based upon the Large-Lot Map, prior to recording any such Large-Lot final map Developer and City shall amend as necessary this Agreement.

E. Certain public improvements and other requirements of the Conditions of Approval will not be completed at the time Developer applies for the first final map within the Small-Lot Map. Therefore, Developer has proposed to execute this Agreement to ensure that the public improvements and other requirements which will not be completed when the City Council acts on Developer's Small-Lot final map (collectively, the "***Deferred Improvements***") will be completed in accordance with the Conditions of Approval for the Small-Lot Map. The Deferred Improvements are described in Exhibit "C", attached hereto and incorporated herein by this reference.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK; SUBSEQUENT AGREEMENT.** The scope of the work that is the subject of this Agreement is set forth in Exhibit C hereto. Prior to commencing the work described in Exhibit C, Developer shall execute an Off-Site Improvement Agreement with City, in a form approved by the City Engineer, to govern Developer's performance of the work.

2. **IMPROVEMENT SECURITY.** Within sixty (60) calendar days from the approval of this Agreement, Developer shall furnish improvement security for the Deferred Improvements, in a form authorized by the Subdivision Map Act (Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080. The scope of Deferred Improvements and the amount of improvement security shall be as determined by the City Engineer. No Final Maps within the boundaries of the Small-Lot Map beyond Final Maps for Village 9A (Tract 4083), and Village 9B (Tract 4084) will be processed by the City until the improvement security pursuant to this section has been submitted to the satisfaction of the City Engineer.

   2.1. Faithful Performance Security in the amount of 100% of the Engineer's Cost Estimate for the Deferred Improvements as approved by the City Engineer to secure faithful performance of this Agreement (until the date when the City Council accepts the Deferred Improvements as complete).

3. **DEFERRAL OF TIME FOR COMPLETION OF DEFERRED IMPROVEMENTS.** The time requirements of the Conditions of Approval notwithstanding, the Developer shall complete the Deferred Improvements according to the time requirements set forth in Exhibit "C" hereto. Time is of the essence in the performance of the Deferred

Improvements in compliance with the requirements of Exhibit "C". The Deferred Improvements shall be completed, at the sole expense of the Developer, to the satisfaction of the City Engineer. The Developer shall submit any and all requests for extensions of time to complete the Deferred Improvements, in writing, not later than ten (10) days from Developer's learning of the condition that is the basis for the requested extension, and in no event later than the date on which completion of the Deferred Improvement(s) is due.

4. **CONDITIONS REMAIN APPLICABLE; OBLIGATIONS RUN WITH THE LAND.** Except as expressly and specifically modified by this Agreement, all of the requirements of the Conditions of Approval for both the Large-Lot Map and the Small-Lot Map shall continue to apply to the Deferred Improvements. In the event of a conflict between the Conditions of Approval and this Agreement, with respect to a Deferred Improvement, the terms and conditions of this Agreement shall prevail. All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A", and shall bind the Developer and its respective successors and assigns. but shall be deemed released as to any lot conveyed to a homeowners' association or a homebuyer that will occupy the lot as its primary residence.

5. **INDEMNIFICATION.** Developer shall indemnify, defend and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) resulting from or arising out of the deferral of construction of the Deferred Improvements and the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors or employees.

6. **NOTICES.**

6.1 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 parties as follows:

To City:	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, California 95376 Attn: City Engineer	Lennar Homes of California, a California Corporation 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller
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 4, LP c/o AGWIP Asset Management LLC 8585 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

6.2 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.

7. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties.

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

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

10. **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 C.)
    C. Deferred Improvements (Recital E.)

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

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

[Signatures on next page]

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

CITY

CITY OF TRACY,
a municipal corporation

By: Nancy Young
Title: MAYOR

Date: 7/19/2022

Attest:

By: Adrian Richardson
Title: CITY CLERK

Date: 7/19/2022

Approved as to Form:

By: ~~Gregory Rubens~~ Bijal M. Patel
Title: ~~INTERIM~~ CITY ATTORNEY

Date: 7/12/2022

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

By: Bridgit Koller
Title: VICE PRESIDENT,
FORWARD PLANNING

Date: 3/24/22

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 San Joaquin

On July 19, 2022 (*Date*) before me, Adrianne D. Richardson, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Nancy D. Young (*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.

ADRIANNE B. RICHARDSON
Notary Public - California
San Joaquin County
Commission # 2352849
My Comm. Expires Mar 24, 2025

Place Notary Seal and/or Stamp Above

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

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: Deferred Improvement Agreement - Tracy Hills 1B - Lennar Homes of CA. Inc.

Document Date: 07/19/2022 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young	Signer's Name: _____
■ Corporate Officer – Title(s): _____	■ Corporate Officer – Title(s): _____
■ Partner – ■ Limited ■ General	■ Partner – ■ Limited ■ General
■ Individual ■ Attorney in Fact	■ Individual ■ Attorney in Fact
■ Trustee ■ Guardian or Conservator	■ Trustee ■ Guardian or Conservator
■ Other: Mayor	■ Other: _____
Signer is Representing: City of Tracy	Signer is Representing: _____

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Consent to Recordation

AG Essential Housing CA 4, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Deferred Improvement Agreement.

AG Essential Housing CA 4 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: 3/25/22

CITY OF TRACY- DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004

Consent to Recordation

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of March, 2022, by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Notary Public

(SEAL)

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 March 24, 2022, before me, C. Leon, 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.

C. LEON
Notary Public - California
Contra Costa County
Commission # 2243141
My Comm. Expires Jun 15, 2022

Signature

(SEAL)

EXHIBIT A
(Property Description)

EXHIBIT "A"
Legal Description of Property

DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 1B

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Parcel One:

Parcels 2 and 3, as shown on that certain map filed November 23, 2020, in Book 26 of Parcel Maps, at Page 179, in the Official Records of San Joaquin County, California ("Map").

Reserving from Parcels 2 and 3 the following:

A non-exclusive easement for vehicle and pedestrian access over those portions of Parcels 2 and 3 shown as "20' Private Access Easement" and "Ex 30' Access (2018-111550)" on the herein described Map.

Excepting therefrom all oil, gas, mineral and hydrocarbon substances lying below a depth of 500 feet below the surface, without the right of surface entry, as reserved in the Deed recorded July 20, 1992, as Document No. 92083244, San Joaquin County Records.

Parcel Two:

The following easements, upon and subject to the terms, conditions and limitations set forth therein, as reserved in Final Order of Condemnation, a certified copy of which was recorded January 3,1967, Instrument No. 98, in Book 3095, Page 714, of Official Records:

A non-exclusive easement 20 feet in width for access purposes, including a bridge crossing the California Aqueduct, as reserved in Parcel 1 (D-SL 35), Unit A (Amended) of said Final Order of Condemnation;

A non-exclusive easement 60 feet in width, to be used for access and bridge purposes across the California Aqueduct, as reserved in Parcel 1 (D-SL 35), Unit A (Amended) of said Final Order of Condemnation;

An easement to transport water transversely across the California Aqueduct by means of a pipe 3/4-inch in diameter, as reserved in Parcel 1 (D-SL 35), Unit A (Amended) of said Final Order of Condemnation;

Non-exclusive easements for roadway purposes in two locations, across and beneath the state highway, as reserved in amended Parcel No. 1-A of said Final Order of Condemnation;

The right to install, replace, repair, remove and maintain a 2-inch water line transversely under the State Highway, as reserved in Amended Parcel No. 1-A of said Final Order of Condemnation.

Parcel Three:

A non-exclusive easement for vehicle and pedestrian access over that certain strip of land designated as "Ex 30' Access (2018-111550)" traversing a portion of Parcel 1 on the herein described Map.

EXHIBIT B
(Conditions of Approval for Small Lot Tentative Subdivision Map)

Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.

7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

   As used in these Conditions of Approval:

   "Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

   "Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

   Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

   a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall, at its expense, form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Property for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public

landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

   a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

   Or

   b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

   a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

    a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

    Or

    b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. **Engineering Division Conditions of Approval**

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C,* approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report,* dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto ("Sanitary Sewer Study").

f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto ("*Water Study*").

g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant ("Storm Drainage Study").

h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.

i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("Corral Hollow Road Plan Line"), dated November 7, 2016.

j) Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.

k) *Any Finance Implementation Plan* ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.

l) *Development Agreement,* executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) Agreement to Defer Payment of Development Impact Fees on New Residential Development, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2. Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical/Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1. Not used.

C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.

C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.

C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.

C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay $50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.

b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.

d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.

e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.

f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.

g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.

h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-whether, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

C.2.9.1. The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

C.2.10. Public Utility Easements

C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Not Used.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to

serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT C
(Deferred Improvements)

DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - PHASE 1B

I. Work: Time for Commencement and Performance

The Work described in this Exhibit "C" (hereinafter "Deferred Improvements") shall be completed within the timelines as specified in this Exhibit "C" of this Agreement. Applicable Conditions of Approval included in this Exhibit "C" refer to the Conditions of Approval for the Small-Lot Vesting Tentative Subdivision Map processed under Application Number TSM18-0006, attached hereto as Exhibit "B". The City shall have no obligation to construct or complete the Deferred Improvements.

II. Description of Work

A. Parks (Condition No. B.9)

Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

B. Conservation Easement (Condition No. B.10)

Before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide Conservation Easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

C. Phillips 66 Pipeline Easement (Condition No. B.14)

Prior to issuance of a building permit (except for plumbing only building permits), the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 Pipeline Easement encroaches into the subject property of the plot plan, to the satisfaction of the Development Services Director.

D. Conservation Easement Openings (Condition No. C.2.4.2)

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

E. Storm Drainage Facilities Maintenance Plan (Condition No. C.2.4.4)

Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

F. Street Improvements (Condition No. C.2.7.1)

Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

G. Lammers Road South of Tracy Hills Drive - Right-of-Way (Condition No. C.2.7.4)

The Subdivider shall dedicate or cause to be dedicated the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements

between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

H. Lammers Road South of Tracy Hills Drive - Improvements for Residential Units (Condition No. C.2.7.5)

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

I. Lammers Road South of Tracy Hills Drive - Improvement Agreement (Condition No. C.2.7.7)

In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

J. Corral Hollow Road at Lammers Road - Right-of-Way (Condition No. C.2.7.10)

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

Prior to or concurrently with approval of the first Final Map after the trigger threshold in Condition No. C.2.7.5. has been reached, the Subdivider shall dedicate or cause to be dedicated all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

K. Corral Hollow Road at Lammers Road - Improvements (Condition No. C.2.7.11)

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

L. Pavement Repaving/Overlay on Corral Hollow Road (Condition No. C.2.7.12)

At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected from other projects available to the Subdivider towards the cost of repaving/overlay.

M. Coral Hollow Road Improvements - Improvement Agreement (Condition No. C.2.7.14)

In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

N. Criseldo Mina Avenue and Palmer Street - Improvements (Condition No. C2.7.15)

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to

the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

O. Emergency Vehicle Access (EVA) (Condition No. C.2.7.16)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

P. Traffic Control Plan (Condition No. C.2.17)

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

Q. EIR Mitigation Measures

R. Traffic Mitigation Measures (Condition No. C.2.8)

The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the following applicable mitigation measures as outlined in the Traffic Study.

1. MM 4.13-5a:

    a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
    Implementation Trigger: 2,588 Peak Hour Trips

    b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
    Implementation Trigger: 2,588 Peak Hour Trips

2. MM 4.13-5b:

    a. Corral Hollow Road between S. Tracy Hills Road and Golden Leaf Lane, and Lammers Road between I-580 and Kimball High School.
    Implementation Trigger: 2,588 Peak Hour Trips

    b. Corral Hollow Road between I-580 and just north of Linne Road.
    Implementation Trigger: 2,588 Peak Hour Trips

3. MM 4.13-6a:

    a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
    Implementation Trigger: 2,588 Peak Hour Trips

    b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
    Implementation Trigger: 2,588 Peak Hour Trips

4. MM 4.13-15g:

    a. Corral Hollow Road Bicycle/Pedestrian Facilities
    Implementation Trigger: 2,588 Peak Hour Trips

S. Neighborhood, Linear and Dual-Use Parks (Condition No. C.2.9.1)

The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

T. Park Plans and PI&RA (Condition No. C.2.9.2)

The Subdivider shall submit park improvement plans, signed and notarized improvement agreement (PI&RA), and improvement security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

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(1) APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT (SIA) BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC, FOR THE PUBLIC PARK IMPROVEMENTS KNOWN AS THE TRACY HILLS PHASE 1B PUBLIC PARK, LOCATED WITHIN AN APPROXIMATELY 9.73-ACRE AREA COMPRISED OF PARCELS J, L, M AND A PORTION OF PARCEL K ON THE FINAL SUBDIVISION MAP FOR TRACT 4084 – TRACY HILLS VILLAGE 9B; AND (2) AUTHORIZING THE CITY CLERK TO RECORD THE SIA WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on November 10, 2020, the Tracy 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 (Project), processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188 (Tentative Map); and

WHEREAS, City Council's approval of the Tentative Map was subject to specified Conditions of Approval which require, among other things, that Lennar Homes of California, LLC (Developer) design and construct the Tracy Hill Phase 1B Public Park improvements (Phase 1B Park); and

WHEREAS, Condition of Approval B.9.a requires that the construction of the public park improvements be completed by the Developer and accepted by the City Council before the final inspection or occupancy of the 180th dwelling unit (except for up to 15 model homes) within the boundaries of the Tentative Map; and

WHEREAS, on October 19, 2021, the City Council approved the Final Map for Tract 4084 - Tracy Hills Village 9B, which map was recorded in San Joaquin County Records; and

WHEREAS, as various Conditions of Approval required under the Tentative Map had not been completed, including the Phase 1B Park, the City Council also approved, concurrently with the Final Map for the Project, an SIA for landscaping improvements on Tract 4084 as well as a Deferred Improvement Agreement (DIA) for the Phase 1B Park and the other outstanding Conditions of Approval; and

WHEREAS, staff is analyzing the status of the outstanding Conditions of Approval that are required to be completed by this Project, and upon completion of that analysis, anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval; and

WHEREAS, the City's Building Official has confirmed that, as of the date of publication, the Project has received final inspections on 122 dwelling units and an additional 331 units will be seeking final inspections soon; and

WHEREAS, the Building Official also has issued plumbing only permits for an additional 109 units and more comprehensive sets of permits for an additional 110 units; and

WHEREAS, Given the above facts, the trigger of the 180th dwelling unit under the relevant Condition of Approval likely will occur prior to Developer's completion of the Phase 1B Park and the Developer will not be permitted to continue construction when such trigger hits until the park has been completed and accepted by the City Council; and

WHEREAS, improvement plans, landscape plans and specifications, which describe in detail the Tracy Hills Phase 1B Public Park improvements required under the Subdivision Improvement Agreement, were prepared at the request of the Developer and have been approved by the City Engineer, and are on file with the City Engineer under Tracking No. ENG22-0015; and

WHEREAS, Developer has executed the SIA and has submitted the required security to guarantee the completion of the required improvements; and

WHEREAS, upon submission of the improvement security, payment of engineering review fees, and City's execution of the SIA, Developer shall be entitled to receive neighborhood park development impact fee credits for all 432 single-family residential lots within the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approving the SIA between the City and Lennar Homes of California, LLC, for the public park improvements known as the Tracy Hills Phase 1B Public Park, located within an approximately 9.73-acre area comprised of parcels J, L, M and a portion of parcel K on the Final Subdivision Map for Tract 4084 – Tracy Hills Village 9B; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Clerk to record the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder; and be it

FURTHER RESOLVED: That an Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016; and the Tracy Hills Phase 1B Public Park improvements are within the scope of the development evaluated by the existing EIR; and therefore, no further environmental review is required for the project under California Environmental Quality Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of September 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

September 19, 2023

Agenda Item 1.N

RECOMMENDATION

Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), located within an approximately 4.07-acre area comprised of Lots A and D (see Attachment B) on the Final Subdivision Map for Tract 4037 – KT Property II; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve the Subdivision Improvement Agreement (SIA) (see Attachment A) for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), located within an approximately 4.07-acre area comprised of Lots A and D (see Attachment B) on the Final Subdivision Map for Tract 4037 – KT Property II. Completion of the Hillview Park is a requirement of the Conditions of Approval for the Vesting Tentative Subdivision Map (VTSM) for Tracy Hills KT (Project) approved by the City Council on October 19, 2021. As explained below, various other improvements also are unsatisfied Conditions of Approval for the VTSM.

On October 19, 2021, the City Council approved Final Tract Map 4037 and an accompanying subdivision improvement agreement pursuant to Resolution No. 2021-150 (Attachment E). Also, on October 19, 2021, the City Council approved a deferred improvement agreement (DIA) for the Project pursuant to Resolution No. 2021-152 (Attachment F) for various outstanding Conditions of Approval.

Given the extensive list of outstanding Conditions of Approval, the procedurally proper path would have been to determine, prior to approval of the Final Map, whether the unsatisfied VTSM Conditions of Approval needed to be removed as Conditions of Approval, shifted to other Project entitlements, or be the cause of delay for the Final Map approval until most of the Conditions could be satisfied so that the requisite infrastructure was in place before homes were being constructed and sold. At this time, staff is analyzing the status of these outstanding improvements that are required to be completed by this Project. Upon completion of that analysis, staff anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval.

BACKGROUND AND LEGISLATIVE HISTORY

On November 10, 2020, the Tracy City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills KT Project (Project) and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map (see Attachment C) for KT Property, Tract 4037, processed under Application No. TSM20-0002 and approved by Resolution No. 2020-189 (Tentative Map) see Attachment D. The Project is situated on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow Road in the vicinity of Tracy Hills Drive. On April 13, 2021, the City of Tracy issued an administrative grading permit for the Project. On October 19, 2021, the City Council approved

Final Tract Map 4037 and its accompanying subdivision improvement agreement pursuant to Resolution No. 2021-150 (Attachment E). Also, on October 19, 2021, the City Council approved a deferred improvement agreement (DIA) for the Project pursuant to Resolution No. 2021-152 (Attachment F) for various outstanding Conditions of Approval.

Under the Subdivision Map Act, a legislative body cannot approve a final map if there are outstanding conditions of approval. The one exception to that rule is that, for public improvements, the legislative body can, prior to or concurrently with the approval of the final map, enter into a binding agreement, that includes requisite security, with the applicant to complete the outstanding public improvements within a defined period of time. The exception is meant to be used as a last resort. As noted above, given the extensive list of outstanding Conditions of Approval for the VTSM for this Project, the procedurally proper path would have been to determine, prior to approval of the Final Map, whether the unsatisfied VTSM Conditions of Approval needed to be removed as Conditions of Approval, shifted to other Project entitlements, or be the cause of delay for the Final Map approval until most of the Conditions of Approval could be satisfied so that the requisite infrastructure was in place before homes were being constructed and sold.

At this time, staff is analyzing the status of the outstanding improvements that are required to be completed by this Project. Upon completion of that analysis, staff anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval.

ANALYSIS

The relevant Condition of Approval for the subject SIA is Condition B.8, which states as follows:

Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

a. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

While the City Council did approve the DIA that was referenced above, prior to the approval of the Final Map, the DIA include three (3) pages of unsatisfied Conditions of Approval and was not unique for Hillview Park. In addition, it is unclear whether adequate security was provided by the Developer, as is required under State law for such agreements. As noted above, staff is analyzing these issues and will return to the City Council for separate actions, if needed.

The City's Building Official has confirmed that final inspection or occupancy of the first dwelling (except for up to ten model homes) occurred on October 17, 2022. Per the Condition of Approval, the linear park shall be completed and accepted by the City by April 2024. Given these facts, the trigger of the 18 months likely will occur prior to Developer's completion of the Hillview Park and the Developer will not be permitted to continue construction when such trigger hits until the park have been completed and accepted by the City Council.

While the Developer has asserted that the City has delayed scheduling this item to the City Council on a timely basis and therefore delayed their ability to construct Hillview Park, the fact remains that the Conditions of Approval stipulating all the public infrastructure have been known to the Developer since the VTSM was approved back in 2020. While the Conditions of Approval

have trigger dates, these dates are only **outside** dates of performance and the responsibility to ensure compliance with these outside dates reside fully with the Developer. In fact, across the State, jurisdictions require most of the public infrastructure to be completed early and often before the first dwelling unit is under construction.

The Final Map for the Hillview Project (Tract 4037), recorded with the San Joaquin County Recorder's Office, includes offers of dedication to the City of the parcels comprising the approximately 4.07-acre Park Site. Upon completion of the Hillview Public Park improvements, the City will accept the offers of dedication of the Park Site parcels and assume ownership of the park improvements.

Improvement plans, landscape plans and specifications, which describe in detail the Hillview Public Park improvements required under the SIA, were prepared at the request of the Developer and have been approved by the City Engineer.

The Developer has executed the SIA and has submitted the required security to guarantee completion of the Hillview Public Park improvements. The SIA is attached, and associated Improvement Plans are on file with the City Engineer under Tracking No. ENG22-0001. Upon submission of the improvement security, payment of engineering review fees, and City's execution of the SIA, Developer shall be entitled to receive neighborhood park development impact fee credits for all 214 single-family residential lots, based upon a neighborhood park area of 2.30 acres.

FISCAL IMPACT

There will be no fiscal impact associated with this action. Developer will pay for the cost of plan checking, engineering inspection and processing of the SIA.

PUBLIC OUTREACH / INTEREST

All public outreach for the Tracy Hills Phase 1B development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held in October and November 2021 to consider the General Plan Amendment, Specific Plan Amendment and Vesting Tentative Subdivision Map for the overall project. Additional public outreach specifically for Subdivision Improvement Agreement for the Hillview Public Park is not required.

COORDINATION

Engineering coordinated with the Parks Department.

CEQA DETERMINATION

An Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016. The Hillview Public Park improvements are within the scope of the development evaluated by the existing EIR and therefore no further environmental review is required for the project under CEQA.

STRATEGIC PLAN

This item is consistent with the City Council's approved Economic Development Strategy to ensure that physical infrastructure necessary for development is constructed.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution (1) approving the Subdivision Improvement Agreement (SIA) between the City and Lennar Homes of California, LLC, for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), located within an approximately 4.07-acre area comprised of Lots A and D (see Attachment B) on the Final Subdivision Map for Tract 4037 – KT Property II; and (2) authorizing the City Clerk to record the SIA with the Office of the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer
Danis Isho, PE, SE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Subdivision Improvement Agreement Hillview Public Park
Attachment B – Location Map Hillview
Attachment C – Vesting Tentative Subdivision Map
Attachment D – VTM Staff Report, Resolution No. 2020-189, COAs
Attachment E – FM 4037 Staff Report, Resolution No. 2021-150, SIA
Attachment F – DIA 4037 Staff Report, Resolution No. 2021-152, DIA

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
(No recording fee under Government Code Section 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Hillview Public Park

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 park improvements, known as Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), situated within an approximately 4.07 acre property comprised of Lots A and D on the Final Subdivision Map for Tract 4037 – KT Property II, and being more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Park Site**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for KT Property, Tract 4037, processed under Application No. TSM20-0002 and approved by Resolution No. 2020-189 ("**Tentative Map**"). The Tentative Map includes 214 single-family residential lots, two commercial parcels, linear park parcel, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by a Homeowners Association, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow road 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**", require, among other things, that the Developer shall

complete construction of the public park improvements and the public park shall be accepted by the City within 18 months following the final inspection or occupancy of the first dwelling (except for up to 10 model homes) within the boundaries of the Tentative Map.

D. The Final Map for Tract 4037 – KT Property II, recorded on November 17, 2021, in Book 43 of Maps and Plats, at Page 200, San Joaquin County Records, includes offers of dedication to the City of the parcels comprising the Park Site. Upon completion of the Hillview Public Park improvements, the City will accept the offers of dedication of the Park Site and assume ownership of the park improvements. Council approved the Final Map on October 19, 2021, and as part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for the public park improvements.

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 Hillview Public Park improvements that are required to be constructed on the Park Site and are incorporated herein by reference. The approved plans and specifications ("**Plans and Specifications**") are entitled "Raymond P. Morelos Jr. Park Landscape Improvement Plans, Tracy Hills KT Property, Tract 4037, Tracy, CA" and include: twenty-nine (29) sheets of landscape construction plans for the linear park area prepared by FORMA; twenty-two (22) sheets of landscape construction plans for the retention basin park area prepared by FORMA; and five (5) sheets of fine grading plans for the linear park area prepared by Ruggeri-Jensen-Azar. The Plans and Specifications are on file with the City Engineer under Tracking No. ENG22-0001.

F. Because the required improvements have not been completed, Developer is required 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. Work shall begin within 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. "Effective Date" is defined as the date on which the City executes the 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 **$1,752,887.00** 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 **$1,752,887.00** 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 **$175,289.00** 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.

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 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 Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

9.1. Neighborhood Park Development Impact Fee Credits. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive neighborhood park development impact fee credits for all 214 single-family residential lots, based upon a neighborhood park area of 2.30 acres. The required neighborhood park acreage for Tract 4037 is 2.12. Developer can apply the additional 0.18 acres of neighborhood park to other Neighborhood Park Development Impact Fees within Tracy Hills Development. Developer is responsible for paying the neighborhood park program management fee.

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.

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: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC,
a California limited liability company

_____
By: Bridgit Koller
Title: Vice President

Date: 5/16/23

Federal Employer Tax ID No. 93-1223261

Exhibits

A: Legal Description of Park Site (Recital A)
B: Tentative Map Conditions of Approval (Recital C)

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 May 16, 2023, before me, C. Leon, 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

C. LEON
Notary Public - California
Contra Costa County
Commission # 2404735
My Comm. Expires Jun 15, 2026

(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

Wendy Stoeckel

By: Wendy Stoeckel
Title: Authorized Representative
Date: 5/24/23

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 5/24/23, before me, Jaime Marie Adams, a Notary Public, personally appeared Wendy Stoeckel, 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.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Signature Jaime Marie Adams

EXHIBIT "A"
LEGAL DESCRIPTION OF PARK SITE

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

All of Parcels J, L and M as shown on the final subdivision map of Tract 4084 – Tracy Hills Village 9B, recorded on November 17, 2021, in Book 44 of Maps and Plats, at Page 2, Recorders Series No. 2021-191726, Official Records of San Joaquin County, California, and a portion of Parcel K of said Tract 4084 described as follows:

Beginning at the northwestern corner of said Parcel K; thence along the northern line of said Parcel K South 77º 44' 29" East 367.47 feet; thence leaving said northern line South 16º 17' 00" West 337.48 feet to the southern line of said Parcel K; thence along said southern line the following four (4) courses and distances:

1) South 86º 26' 16" West 5.67 feet;
2) along the arc of a tangent curve to the right having a radius of 200 feet, through a central angle of 14º 20' 04", an arc distance of 50.04';
3) North 79º 13' 40" West 231.81' feet, and;
4) North 56º 22' 51" West 138.34 feet to the southwestern corner of said Parcel K;

thence along the western line of said Parcel K N 33º 37' 09" East 196.52'; thence continuing along said western line North 12º 15' 31" East 118.31 feet to the point of beginning.

EXHIBIT "B"
CONDITIONS OF APPROVAL

Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. **Planning Division Conditions of Approval**

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.

7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

   As used in these Conditions of Approval:

   "Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

   "Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

   Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

   a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall, at its expense, form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Property for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public

landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

    a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

    Or

    b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

    a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.

11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

    a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

    Or

    b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.

b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C,* approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").

c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report,* dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").

d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto ("Sanitary Sewer Study").

f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto ("*Water Study*").

g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant ("Storm Drainage Study").

h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.

i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("Corral Hollow Road Plan Line"), dated November 7, 2016.

j) Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.

k) *Any Finance Implementation Plan* ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.

l) *Development Agreement,* executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto ("Development Agreement").

m) Settlement Agreement, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 ("Settlement Agreement").

n) Agreement to Defer Payment of Development Impact Fees on New Residential Development, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 ("Fee Deferral Agreement").

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2. Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geotechnical/Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1. Not used.

C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.

C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.

C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.

C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.

C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.

C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, as depicted on the Corral Hollow Road Plan Line.

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay $50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.

b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.

d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.

e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.

f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.

g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.

h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-whether, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

C.2.9.1. The Subdivider shall offer for dedication Parcels "EEE", "DDD", "CCC" and "K" for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning~~'s~~ Department's Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement ("PI&RA").

C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division's Conditions of Approval.

C.2.10. Public Utility Easements

C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.

C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24” x 36” size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Not Used.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to

serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

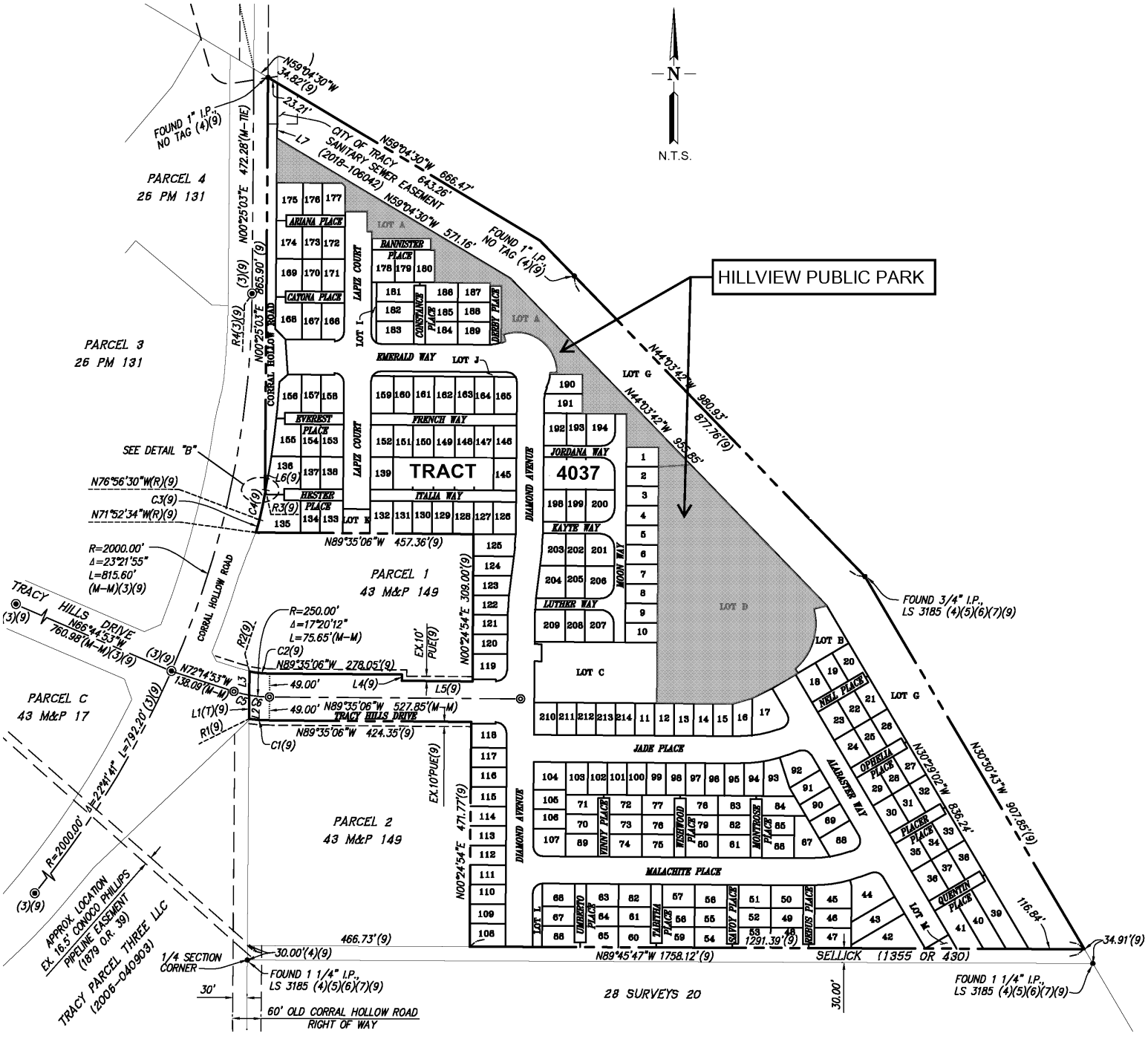
The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

ATTACHMENT B

LOCATION OF PARK SITE



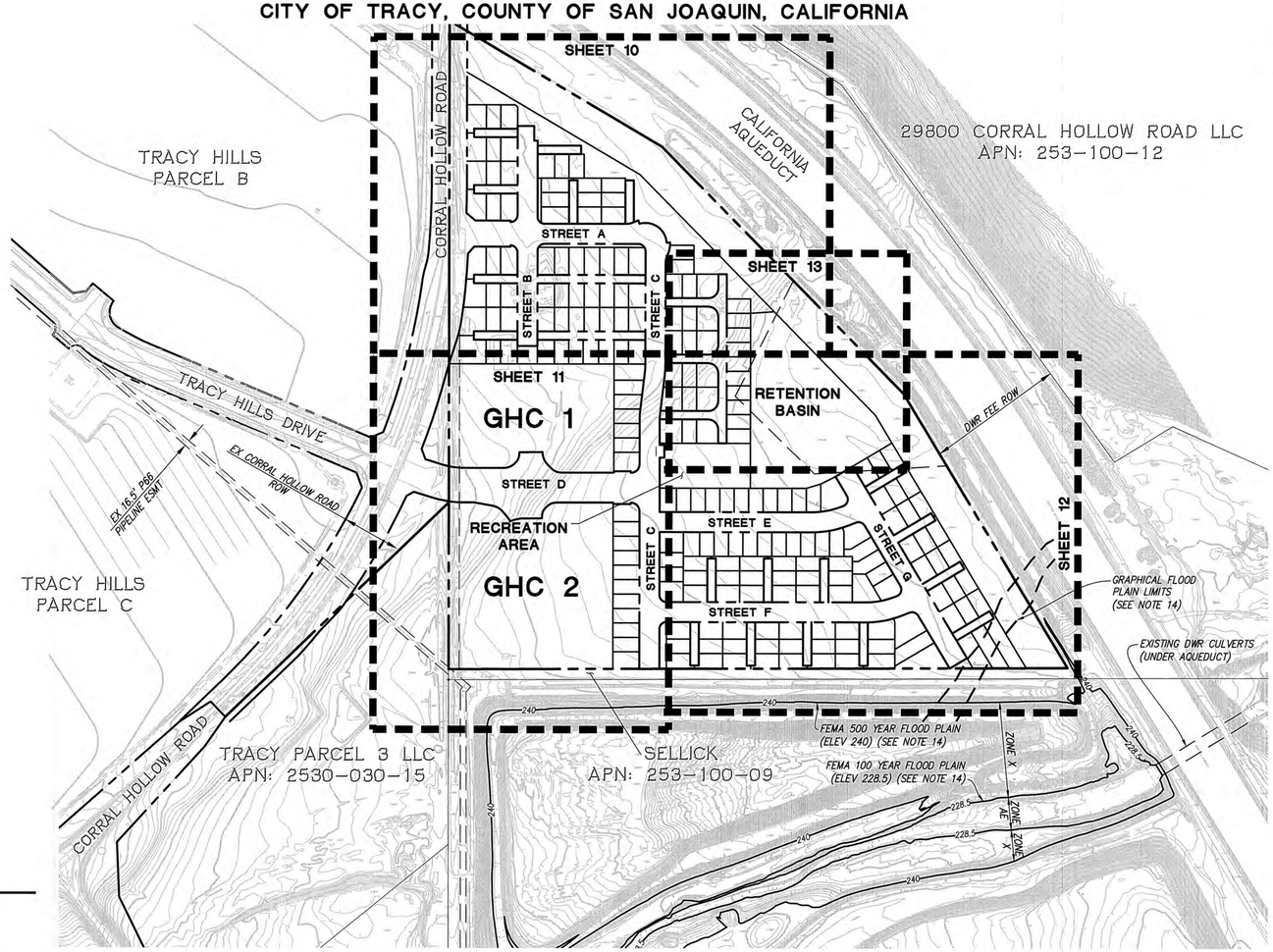
VESTING TENTATIVE MAP - TRACT 4037
KT PROPERTY
CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA

BASIS OF BEARING:

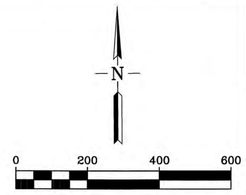
THE BEARING BETWEEN THE FOUND MONUMENTS IN CORRAL HOLLOW ROAD AT THE NORTHWEST CORNER AND THE WEST ¼ CORNER OF SECTION 17, T. 3 S., R. 5 E., TAKEN AS NORTH 00°25'03" EAST.

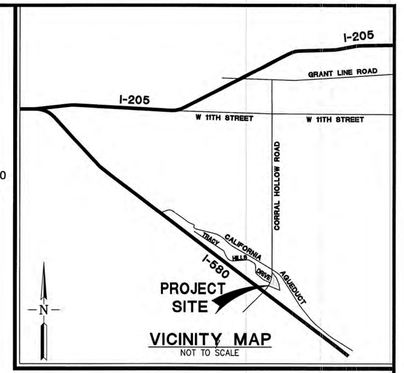
BENCHMARK:

BASIS OF ELEVATIONS:
PER GEOLOGIC CONTROL NETWORK RECORD OF SURVEY FOR CITY OF TRACY. RECORDED BOOK 36 PAGE 118 ELEVATION SHOWN ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BASED LOCALLY UPON ELEVATION FOR THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEOLOGIC SURVEY:
PT. 3022 "L1259 1974" ELEV. 250.25'



LOCATION/INDEX MAP
SCALE: 1"=200'





VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. OWNER/DEVELOPER: INTEGRAL COMMUNITIES/TRACY HILLS
24 W. 10TH STREET
TRACY, CA 95376
CONTACT: JOHN PALMER

2. CIVIL ENGINEER: RUGGERI-JENSEN-AZAR
2541 WARREN DRIVE, SUITE 100
ROCKLIN, CA 95677
(916) 630-8900
CONTACT: CHRIS RUGGERI, RCE 60901

3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED
580 N. WILMA AVENUE, SUITE A
RIPON, CA 95366
(209) 835-0610
CONTACT: STEVE HARRIS, GE

4. ASSESSOR'S PARCEL NUMBERS: 253-100-150 & 253-100-16

5. LEGAL DESCRIPTION: PER FIRST AMERICAN TITLE PRELIMINARY REPORT ORDER NUMBER 0131-623114dla DATED: OCTOBER 3, 2018

REAL PROPERTY IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 17; THENCE NORTH 0°24'05" EAST ALONG WESTERLY LINE OF SAID NORTHWEST ¼, BEING ALSO THE CENTER LINE OF CORRAL HOLLOW ROAD (60 FEET WIDE), 30.00 FEET TO THE POINT OF BEGINNING; THE FROM SAID POINT OF BEGINNING; NORTH 0°24'05" EAST ALONG THE AFOREMENTIONED WESTERLY LINE AND CENTER LINE, 1840.75 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID STATE OF CALIFORNIA AQUEDUCT; THENCE ALONG SAID SOUTHWESTERLY LINE OF SAID STATE OF CALIFORNIA AQUEDUCT THE FOLLOWING COURSES AND DISTANCES.

SOUTH 59°04'11" EAST, 702.86 FEET; SOUTH 44°03'00" EAST, 980.90 FEET; SOUTH 30°30'00" EAST, 907.37 FEET TO A POINT ON THE NORTHERLY LINE OF A 30 FOOT WIDE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES RIGHT OF WAY, THE SOUTHERLY LINE OF SAID RIGHT OF WAY BEING THE SOUTHERLY LINE OF THE NORTHWEST ¼ OF SAID SECTION 17; THENCE NORTH 89°45'34" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1758.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND SHOWN AS:

PARCEL "A", AS DESIGNATED ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA ON JUNE 5, 1981, IN VOL. 10 OF PARCEL MAPS, PAGE 64, BEING A PORTION OF THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDAN.

6. CURRENT USE: AGRICULTURAL/GRAZING
7. ZONING: TRACY HILLS SPECIFIC PLAN
8. GENERAL PLAN LAND USE DESIGNATION: GENERAL HIGHWAY COMMERCIAL (GHC-TH)
9. GROSS AREA: 45.1± ACRES
10. TOTAL PROPOSED RESIDENTIAL LOTS: 214 LOTS
11. UTILITIES:
    - WATER: CITY OF TRACY
    - GAS & ELECTRIC: PACIFIC GAS & ELECTRIC
    - SANITARY SEWER: CITY OF TRACY
    - STORM DRAIN: CITY OF TRACY
    - FIRE: CITY OF TRACY
    - TELEPHONE: AT&T
    - CABLE TV: COMCAST
12. TOPOGRAPHY SHOWN IS BASED ON AN AERIAL TOPOGRAPHIC MAP PREPARED BY TETRATECH IN JANUARY 2013.
13. BOUNDARY AS SHOWN IS BASED ON A RESOLVED BOUNDARY PREPARED BY RUGGERI-JENSEN-AZAR IN JULY 2019.
14. PER FLOOD INSURANCE RATE (FIRM) MAP NUMBER 06077C0740F, EFFECTIVE DATE, OCTOBER 20, 2016, THE 100 YEAR FLOOD ELEVATION IS DEFINED AS 228.5. ALTHOUGH THE FIRM MAP SHOWS A GRAPHICAL ENCROACHMENT ONTO THE CORNER OF THIS PROJECT, ACTUAL ELEVATIONS SHOW NO SPECIAL FLOOD HAZARDS WITHIN THE PROPOSED DEVELOPMENT BASED ON ABOVE PUBLISHED ELEVATIONS AND EXISTING SITE TOPOGRAPHY.
15. THE DEVELOPER MAY FILE MULTIPLE FINAL MAPS AFTER TENTATIVE MAP APPROVAL.
16. IMPROVEMENTS SHOWN ON THIS VTM ARE SUBJECT TO REVISION IN FINAL DESIGN.

ABBREVIATIONS

(#)	DENOTES SHEET NOTE NUMBER	JUT	JOINT UTILITY TRENCH
AB	AGGREGATE BASE	LP	LOW POINT
AC	ASPHALT CONCRETE	P	PAD ELEVATION
BLDG	BUILDING	PAE	PRIVATE ACCESS EASEMENT
C & G	CURB & GUTTER	PUE	PUBLIC UTILITY EASEMENT
CMP	CORRUGATED METAL PIPE	R	RADIUS
DG	DECOMPOSED GRANITE	RCW	RECLAIMED WATER
DRN	DRAINAGE OPEN SPACE	REC	RECREATIONAL
EX	EXISTING	RET	RETAINING WALL
FC	FACE OF CURB	ROW	RIGHT OF WAY
FSW	FRONT OF SIDEWALK	SD	STORM DRAIN
GB	GRADE BREAK	SS	SANITARY SEWER
HP	HIGH POINT	SSFM	SANITARY SEWER FORCE MAIN
		TC	TOP OF CURB
		W	WATER

LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	EASEMENT LINE	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	FLOW LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 12"SS
8"W	WATER	EX 8"W
	RETAINING WALL	
	SOUND WALL	
	DRAINAGE DITCH/SWALE	
	CURB & GUTTER	
	SIDEWALK	
	PAVED ACCESS ROAD/EVA	
	TRAIL	
	STORM WATER INLET	
	FIELD INLET	
	MANHOLE	
	FIRE HYDRANT	
	BLOWOFF RISER	
	GATE VALVE	
x x x	FENCE	x x x
	SLOPE	
130	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	x525.2
	MONUMENT	

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITION PLAN
3A	STREET SECTIONS AND DETAILS
3B	GRADING DETAILS
4	STORM DRAIN DETAILS
5	RESIDENTIAL LOT AREA SUMMARY
6	OWNERSHIP EXHIBIT
7	OVERALL SANITARY SEWER PLAN
8	OVERALL STORM DRAIN SYSTEM PLAN
9	OVERALL WATER SYSTEM & HYDRANT PLAN
10	KT PROPERTY
11	KT PROPERTY, GHC PARCEL 1 & GHC PARCEL 2
12	KT PROPERTY
13	KT PROPERTY, RETENTION BASIN, RECREATION CENTER & PARK

CITY ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE TRACY MUNICIPAL CODE AND THE SUBDIVISION MAP ACT AS TO FORM AND CONTENT.

Robert A Armijo
CITY ENGINEER

3 JUN 21
DATE

PLANNING COMMISSION FILING CERTIFICATE
TENTATIVE MAP FILED THIS 14 DAY OF OCT 2020 IN THE OFFICE OF THE TRACY PLANNING COMMISSION, TRACY, CALIFORNIA. ACCOMPANIED WITH APPROPRIATE FILING FEES. THIS CERTIFICATE DOES NOT DEEM THIS APPLICATION COMPLETE.

CITY COUNCIL CERTIFICATE
I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS TENTATIVE MAP 11/17/20 BY RESOLUTION NO. 2020-189

CITY CLERK

July 1, 2021
DATE

ENGINEER'S STATEMENT
THIS MAP WAS PREPARED BY RUGGERI-JENSEN-AZAR UNDER MY DIRECTION

Christopher P Ruggeri
CHRISTOPHER P. RUGGERI, RCE 60901

12/2/20
DATE

REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER P. RUGGERI
No. 60901
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

OWNER/DEVELOPER

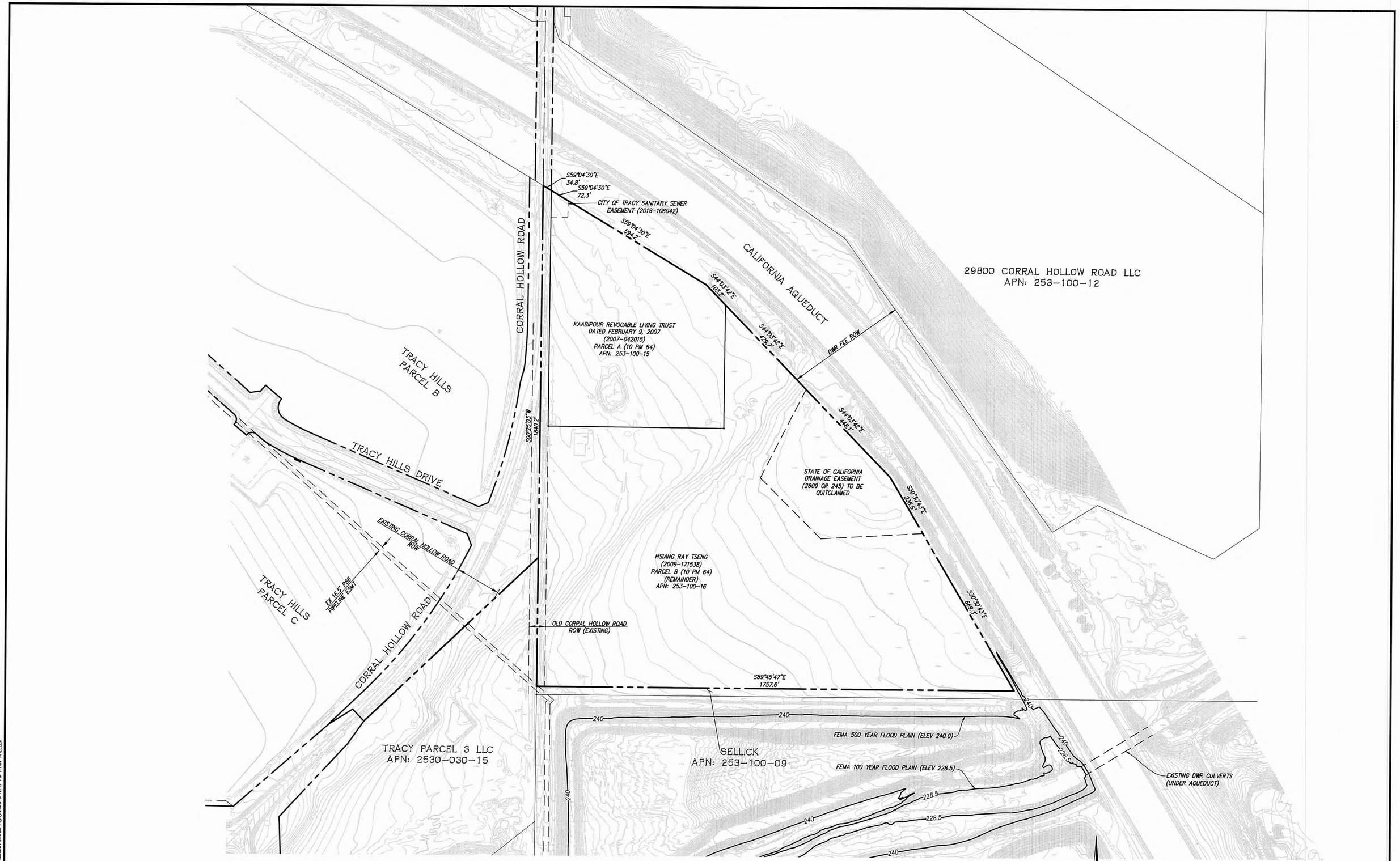
JOHN STANEK, THE KT PROJECT OWNER, LLC

4/19/2021
DATE

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 1 OF 14

G:\JOBS\185023\TMAP\01-TS-185023VTMLDWG 3/17/2021 5:40:12 PM CHRIS RUGGERI



VESTING TENTATIVE MAP - TRACT 4037

EXISTING CONDITION PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

N

0 150 300 450

1 inch = 150 ft.

RJA
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DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 2 OF 14

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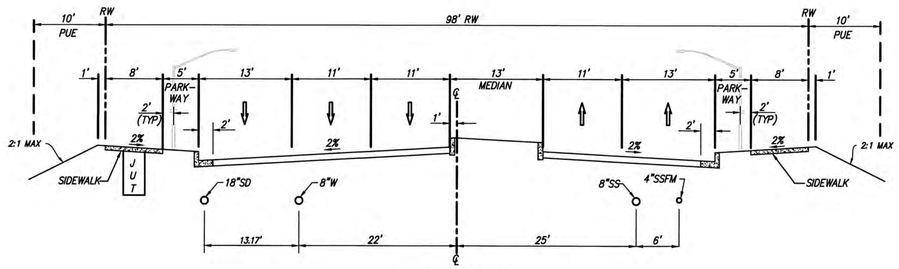
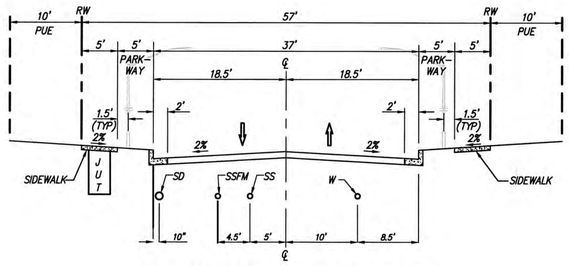
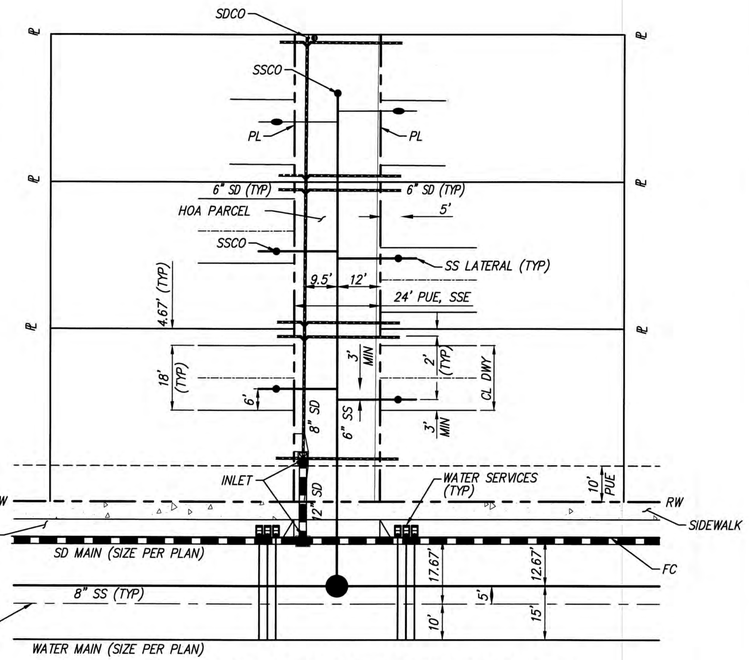


STREET D
NO SCALE
STATION: 2+75± – 4+14±



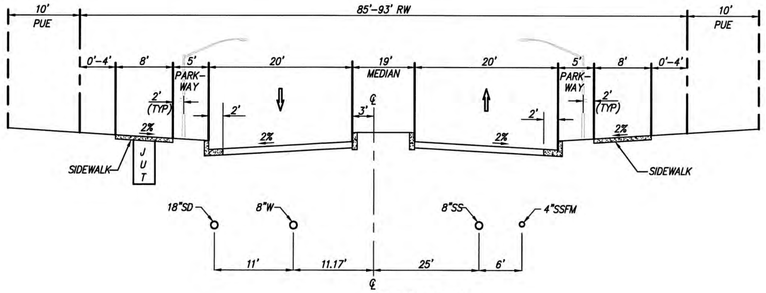
INTERNAL RESIDENTIAL STREET
NO SCALE



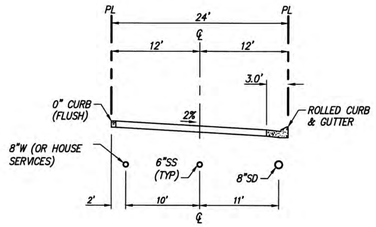
TYPICAL PRIVATE LANE UTILITY LAYOUT
NO SCALE

NOTES:

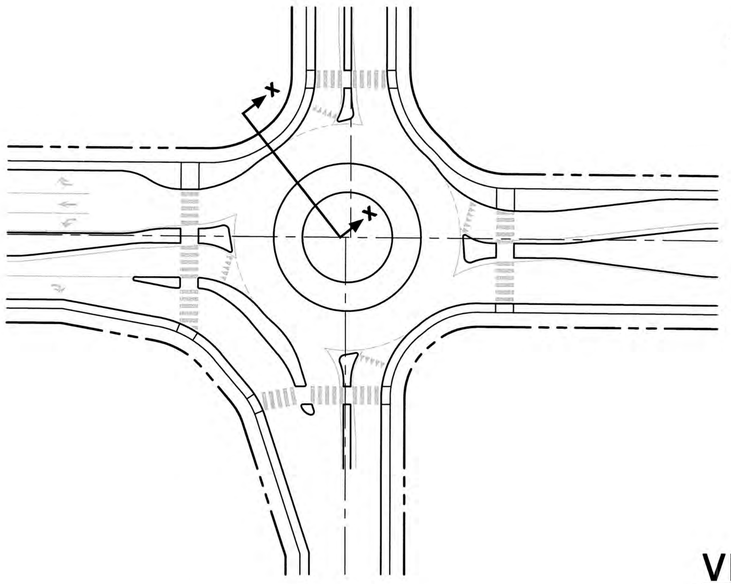
1. 12" STORM DRAIN BE CLASS III RCP 6" & 8" SD SHALL BE HDPE
2. SANITARY SEWER PIPE SHALL BE SDR-26 PVC.
3. SANITARY SEWER LATERALS SHALL BE LOCATED IN THE DRIVEWAY.



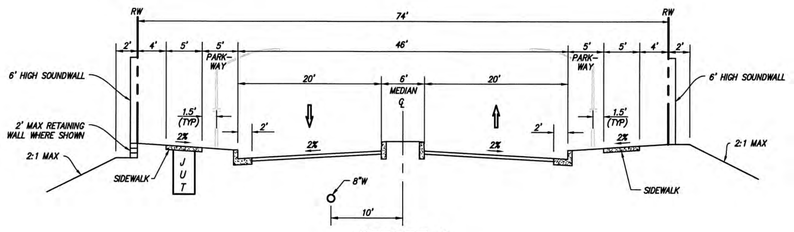
STREET D
NO SCALE
STATION: 8+10± – 9+42±



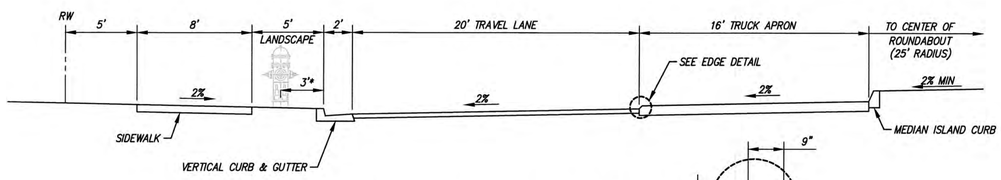
PRIVATE LANE DETAIL
NO SCALE



STREET D ROUNDABOUT DETAIL
SCALE: 1"=40'
STATION 4+14 – 8+10



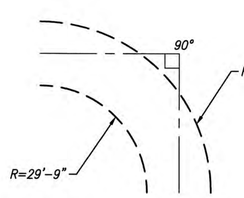
STREET A
NO SCALE
STATION: 1+55± – 3+93±



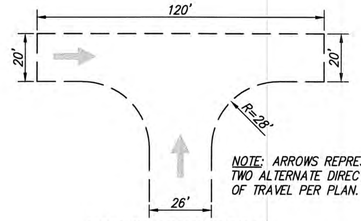
*HYDRANTS LOCATED BEHIND SIDEWALK ARE SET 2' BEHIND SIDEWALK

ROUNDABOUT SECTION X-X
NO SCALE

EDGE DETAIL



90° TURN DETAIL



NOTE: ARROWS REPRESENT TWO ALTERNATE DIRECTIONS OF TRAVEL PER PLAN.

HAMMERHEAD DETAIL

FIRE TRUCK TURN TEMPLATES

VESTING TENTATIVE MAP - TRACT 4037
STREET SECTIONS AND DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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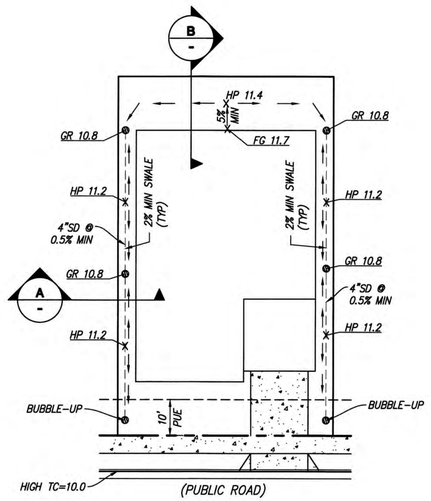
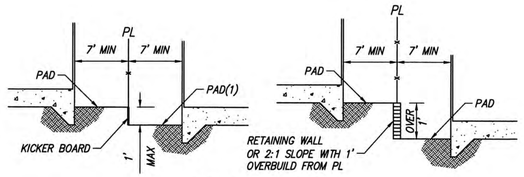


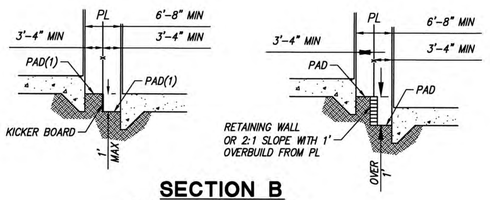
41'x68' TYPICAL PUBLIC ROAD LOT GRADING DETAIL

SCALE: 1"=20'

(1) SEE SWALE DETAIL HEREON



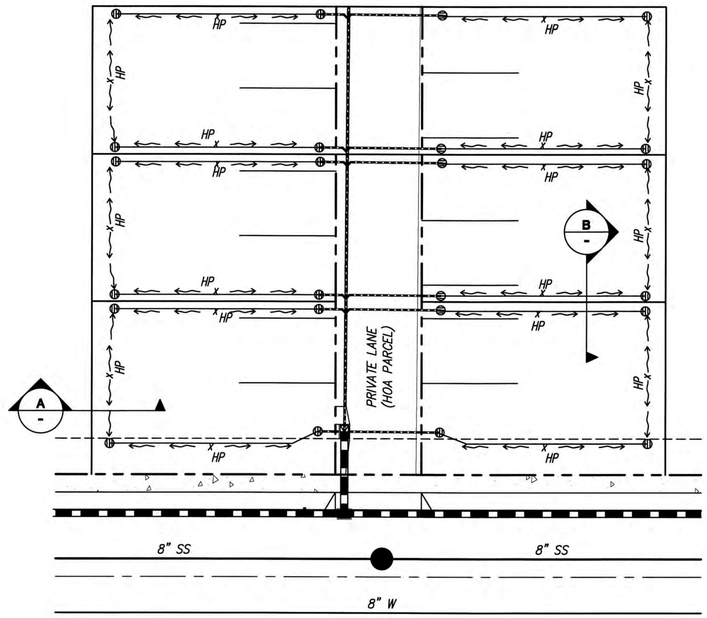
SECTION A



SECTION B

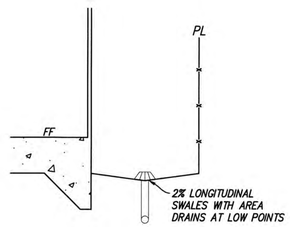
(1) SEE SWALE DETAIL HEREON

(1) SEE TRACY HILLS SPECIFIC PLAN FOR BUILDING SETBACKS



41'x68' TYPICAL PRIVATE LANE LOT GRADING DETAIL

SCALE: 1"=20'



SWALE DETAIL

NOT TO SCALE

NOTE: SWALES TO BE SHOWN ON PLOT PLANS

VESTING TENTATIVE MAP - TRACT 4037
STREET SECTIONS AND DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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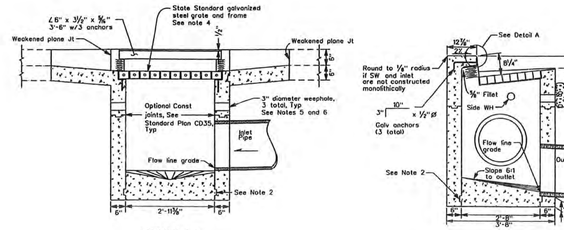
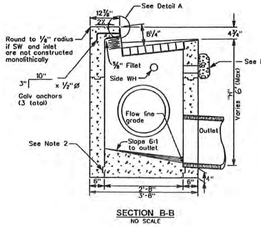
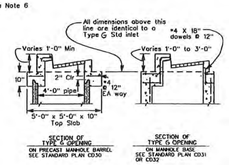
G:\2020\185023\MAP\JOB-ST-185023VTM.DWG 10/1/2020 5:12:21 PM RYAN WHEELER



SECTION A-A
NO SCALE

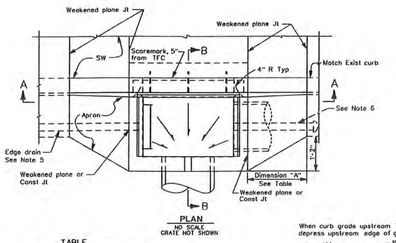


SECTION B-B
NO SCALE

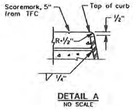


SECTION OF TYPE G OPENING ON PRECAST MANHOLE BARREL SEE STANDARD PLAN CD30

SECTION OF TYPE G OPENING ON MANHOLE BASE SEE STANDARD PLAN CD31 OR CD32



PLAN
NO SCALE
GRATE NOT SHOWN

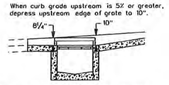


DETAIL A
NO SCALE

TABLE
DIMENSION "A" (in)

LONGITUDINAL CURB GRADE	"A" UPSTREAM	"A" DOWNSTREAM
2% and less	24	24
3%	30	24
4%	48	24
5%	60	24
6%	72	24
7%	84	12
8%	96	12
9%	108	12
10% and greater	120	12

See "DETAIL FOR STEEP CURB SLOPE"



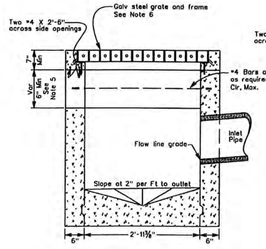
DETAIL FOR STEEP CURB SLOPE

NOTES:

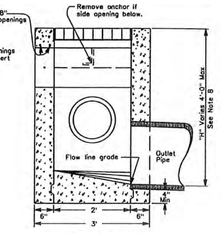
1. For Inlet General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown, other locations are subject to the approval of the Public Works Department. Key dimensions-¾" x 3".
3. When dimension "H" exceeds 6'-0", use a manhole base with Type "G" inlet top.
4. See Caltrans Standard Plan D77A for inlet frame and Caltrans Standard Plan D77B for type 24-10S inlet grate.
5. If edge drains are specified by Public Works Department or shown on the plans,
6. See Standard Plan CD35 for weephole drainage details unless edge drain is shown on plans or as specified by Public Works Department.

CD 27 - TYPE "G" INLET

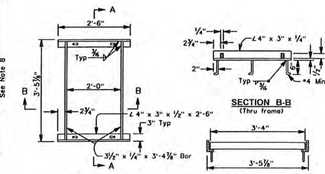
NO SCALE



SECTION A-A



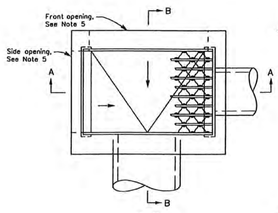
SECTION B-B



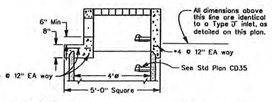
TYPE "J" INLET FRAME

SECTION B-B
(Thru frame)

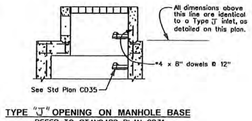
SECTION A-A
(Thru frame and grate)



PLAN



TYPE "J" OPENING ON PRECAST MANHOLE BARREL
REFER TO STANDARD PLAN CD30



TYPE "J" OPENING ON MANHOLE BASE
REFER TO STANDARD PLAN CD31

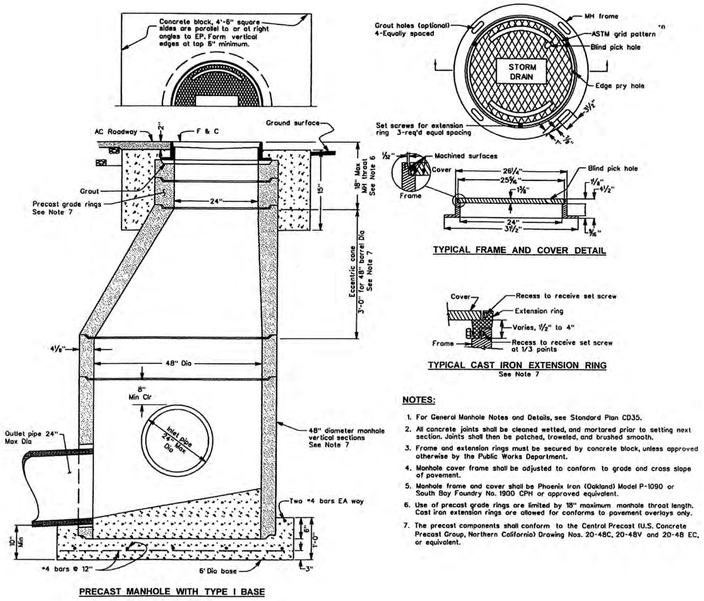
NOTES:

1. See Standard Plan CD35 for Inlet General Drainage Notes.
2. Type J inlets shall not be used in pedestrian areas.
3. Construction joints are optional where shown. Other locations are subject to the approval of the Public Works Department. Key Dimensions are ¾" x 2½".
4. Min clearance shall be 2" for all reinforcing steel.
5. Location, flowline elevation and size of side openings to be as shown on plans, or as directed by the Public Works Department.
6. All inlets shall be constructed with Caltrans Type 24-10S grates, see Caltrans Standard Plan D77B, and Type J inlet frame shown on this plan.
7. No precast Type J inlets are allowed without prior approval of the Public Works Department.
8. Maximum depth for Type J inlet shall be 4'. For depths greater than 4' use a manhole base with a Type J top. The Type J inside wall with steps shall be flush with manhole base inside wall below.

CD 29 - TYPE "J" INLET

NO SCALE

STORM DRAIN DETAILS SHOWN FOR REFERENCE ONLY - SEE TRACY HILLS DESIGN GUIDELINES



PRECAST MANHOLE WITH TYPE I BASE

TYPICAL FRAME AND COVER DETAIL

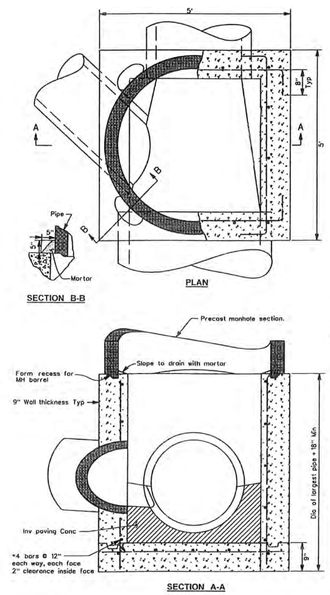
TYPICAL CAST IRON EXTENSION RING
See Note 7

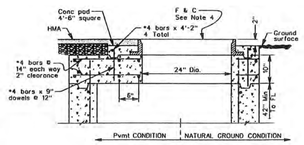
NOTES:

1. For General Manhole Notes and Details, see Standard Plan CD35.
2. All concrete joints shall be cleaned wetted, and mortared prior to setting next section. Joints shall then be patched, troweled, and brushed smooth.
3. Frame and extension rings must be secured by concrete block, unless approved otherwise by the Public Works Department.
4. Manhole cover frame shall be adjusted to conform to grade and cross slope of pavement.
5. Manhole frame and cover shall be Phoenix Iron (Oakland) Model P-1090 or South Bay Foundry No. 1900 CPH or approved equivalent.
6. Use of precast grade rings are limited by 18" maximum manhole throat length. Cast iron extension rings are allowed for conforms to pavement overlays only.
7. The precast components shall conform to the Central Precast (U.S. Concrete Precast Group, Northern California) Drawing Nos. 20-48C, 20-48V and 20-48 EC, or equivalent.

CD 30 - TYPE I MANHOLE BASE

NO SCALE





SECTION C-C
TOP SLAB

USE TOP SLAB:

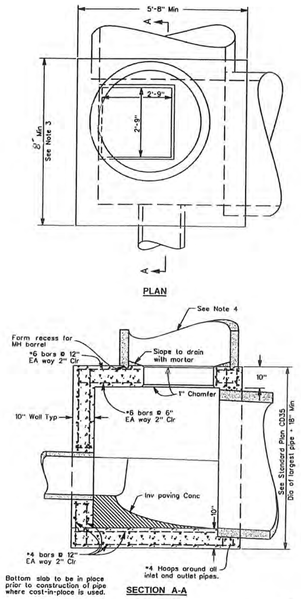
1. When there is insufficient depth between the top of the manhole base and finish grade for precast manhole eccentric cone section per Standard Plan CD30.
2. When placing a Type G inlet opening on a Type II manhole base. The opening in the slab shall conform to the inside dimensions of the inlet to be used.

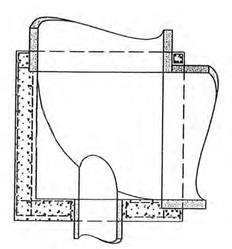
NOTES:

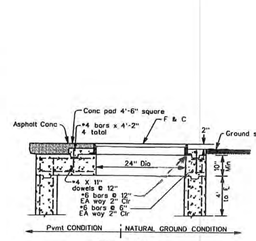
1. For Manhole General Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. Other locations are subject to approval by the Public Works Department. Key dimensions are ½" x 3".
3. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made in a single wall use a Type III manhole base. (See Std Pln CD32).
4. For details of manhole frame and cover, See Standard Plan CD30.

CD 31 - TYPE II MANHOLE BASE

NO SCALE



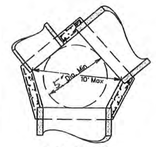




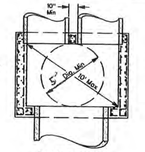
TOP SLAB

USE TOP SLAB:

1. When there is insufficient clearance between the top of the manhole base and finish grade for a precast eccentric cone section.
2. When placing a Type G inlet opening on a Type III manhole base. The opening in the top slab shall conform to the inside dimensions of the inlet to be used.



PLAN SECTION



PLAN SECTION

SPECIAL APPLICATIONS OF TYPE "III" MANHOLE BASES

When circumstances, such as excessive skew or parallel pipes prevent the use of a standard Type III manhole base detailed elsewhere on this plan, the walls may be lengthened or relocated to accomodate the pipes provided the following criteria are met:

1. The inside dimensions or the base shall be such that a 60 inch diameter circle will lay flat on the manhole base floor as shown.
2. The maximum distance between any two inside corners shall be 10 feet, as shown.
3. Reinforcement and floor, wall and top thickness shall remain the same as for a normal Type III manhole base.
4. No pipe shall exceed 60 inches (inside diameter).

If any one of these criteria cannot be met, a special design will be required.

NOTES:

1. For General Manhole Notes and Details, see Standard Plan CD35.
2. Construction joints are optional where shown. Other locations are subject to approval by the Public Works Department. Key dimensions are ½" x 3".
3. Inlet and outlet pipes shall not intercept a manhole base through a corner. If skew angle is too great to permit the opening to be made in a single wall maybe lengthened or relocated as explained in "SPECIAL APPLICATIONS OF TYPE III MANHOLE BASES" on this plan.
4. For details of precast manhole, See Standard Plan CD30.
5. For details of manhole frame and cover, See Standard Plan CD30.

CD 32 - TYPE III MANHOLE BASE

NO SCALE

VESTING TENTATIVE MAP - TRACT 4037

STORM DRAIN DETAILS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

G:\JOBS2018\185023\MAPS\04-DET-185023VTM.DWG 9/17/2020 6:27:41 PM RYAN WHEELER

KT PROPERTY	
LOT #	AREA (SF)
1	2,788
2	2,788
3	2,788
4	2,788
5	2,788
6	2,788
7	2,788
8	2,788
9	2,788
10	2,788
11	2,788
12	2,788
13	2,788
14	2,788
15	2,789
16	3,025
17	5,478
18	3,264
19	2,788
20	2,866
21	2,866
22	2,788
23	3,264
24	3,264
25	2,788
26	2,866
27	2,866
28	2,788
29	3,264
30	3,264
31	2,788
32	2,866
33	2,866
34	2,788
35	3,264
36	3,447
37	2,944
38	3,022
39	6,513
40	5,436
41	5,094
42	6,101
43	4,836
44	5,937
45	4,033
46	3,174
47	3,368
48	2,991
49	2,788
50	3,264
51	3,264
52	2,788
53	3,011
54	3,031
55	2,788

KT PROPERTY	
LOT #	AREA (SF)
56	3,264
57	3,264
58	2,788
59	3,051
60	3,071
61	2,788
62	3,264
63	3,264
64	2,788
65	3,090
66	3,110
67	2,788
68	3,264
69	3,264
70	2,788
71	2,866
72	2,866
73	2,788
74	3,264
75	3,264
76	2,788
77	2,866
78	2,866
79	2,788
80	3,264
81	3,264
82	2,788
83	2,866
84	2,866
85	2,788
86	3,264
87	4,860
88	3,676
89	2,788
90	3,735
91	3,488
92	4,148
93	3,132
94	2,859
95	2,788
96	2,788
97	2,788
98	2,788
99	2,788
100	2,788
101	2,788
102	2,788
103	3,127
104	3,944
105	2,788
106	2,788
107	3,858
108	3,649
109	3,075
110	3,075

KT PROPERTY	
LOT #	AREA (SF)
111	3,075
112	3,075
113	3,075
114	3,075
115	3,075
116	3,075
117	3,075
118	3,726
119	3,918
120	2,993
121	2,993
122	3,018
123	3,183
124	3,386
125	4,026
126	3,264
127	2,788
128	2,957
129	3,006
130	2,788
131	2,788
132	3,264
133	3,264
134	2,788
135	6,955
136	5,271
137	2,787
138	3,265
139	3,264
140	2,788
141	2,981
142	2,981
143	2,788
144	2,788
145	3,264
146	3,264
147	2,788
148	2,788
149	2,981
150	2,981
151	2,788
152	3,264
153	3,265
154	2,787
155	4,396
156	4,315
157	3,280
158	3,834
159	3,759
160	3,218
161	3,442
162	3,442
163	3,218
164	3,218
165	3,759

KT PROPERTY	
LOT #	AREA (SF)
166	3,690
167	3,157
168	4,255
169	3,984
170	2,788
171	3,264
172	3,264
173	2,788
174	3,983
175	3,983
176	2,788
177	3,240
178	3,264
179	2,788
180	2,924
181	3,321
182	3,246
183	3,798
184	3,264
185	2,788
186	2,867
187	2,788
188	2,788
189	3,264
190	2,992
191	3,314
192	3,264
193	2,788
194	3,980
195	3,980
196	2,788
197	3,264
198	3,264
199	2,788
200	3,980
201	3,980
202	2,788
203	3,410
204	3,939
205	2,788
206	3,980
207	3,980
208	2,788
209	4,352
210	3,264
211	2,788
212	2,788
213	2,788
214	2,788

VESTING TENTATIVE MAP - TRACT 4037
RESIDENTIAL LOT AREA SUMMARY - 214 UNITS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
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2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

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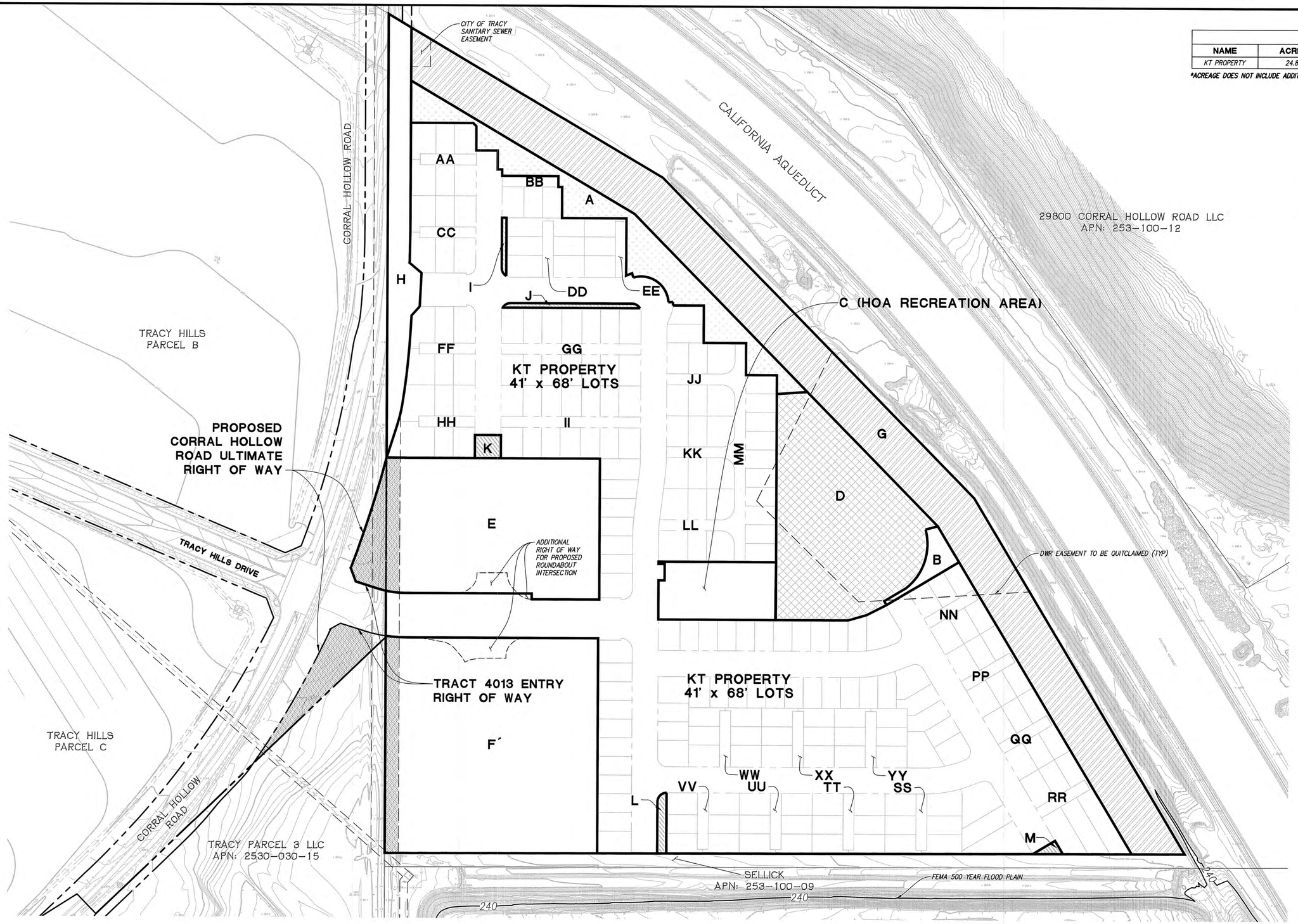

LOT SUMMARY			
NAME	ACRES	LOT COUNT	TYPICAL LOT SIZE
KT PROPERTY	24.84*	214	41' X 68'

*ACREAGE DOES NOT INCLUDE ADDITIONAL ROW FOR PROPOSED ROUNDABOUT

PARCEL SUMMARY		
PARCEL	OWNER	ACRES
A	CITY	1.32
B	CITY	0.15
C	HOA	0.74
D	CITY	2.81
E	DEVELOPER	3.49*
F	DEVELOPER	5.06*
G	HOA	5.62
H	CITY	1.03
I	HOA	0.03
J	HOA	0.07
K	HOA	0.07
L	HOA	0.07
M	HOA	0.02
TOTAL		20.48

*LOT ACREAGE INCLUDES ADDITIONAL ROW FOR PROPOSED ROUNDABOUT

OTHER LAND USES		
PARCEL	USE	ACRES
B	SS LIFT STATION	0.15
D	RETENTION BASIN	2.81
E	COMMERCIAL	3.49*
F	COMMERCIAL	5.06*
G	CONSERVATION EASEMENT	5.62
H	CORRAL HOLLOW ROAD ULTIMATE ROW	1.03
AA-YY	PRIVATE LANE	N/A

*LOT ACREAGE INCLUDES ADDITIONAL ROW FOR PROPOSED ROUNDABOUT

PARK SUMMARY		
PARCEL	OWNER	ACRES
A (LINEAR PARK)	CITY	1.32
C (HOA REC AREA)	HOA	0.74
TOTAL		2.06

LEGEND

- LINEAR PARK (HOA OWNED & MAINTAINED)
- PROPOSED 100' CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)
- IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)
- RETENTION BASIN (CITY OWNED & MAINTAINED)
- EXISTING CORRAL HOLLOW ROAD ROW TO BE VACATED

N

0 100 200 300

1 inch = 100 ft.

VESTING TENTATIVE MAP - TRACT 4037
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 6 OF 14

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CITY OF TRACY SANITARY SEWER EASEMENT

100' PROPOSED CONSERVATION EASEMENT

CORRAL HOLLOW ROAD

29800 CORRAL HOLLOW ROAD LLC
APN: 253-100-12

CALIFORNIA AQUEDUCT

DWR FEE ROW

TRACY HILLS PARCEL B

TRACY HILLS DRIVE

GHC 1

RETENTION BASIN

SS LIFT STATION

DWR EASEMENT TO BE QUITCLAIMED (TYP)

6" SEWER STUB FOR REC AREA

HOA REC AREA

TRACY HILLS PARCEL C

ULTIMATE CORRAL HOLLOW ROAD ROW

EX 16.5' PGE PIPELINE ESMT

CORRAL HOLLOW ROAD

(2) EX 4" FORCE MAIN STUBS PER TRACY HILLS SPINE ROAD IMPROVEMENTS CONNECT TO 1 EX 4" SSFM

GHC 2

PROPOSED 100' CONSERVATION EASEMENT

TRACY PARCEL 3 LLC
APN: 2530-030-15

18 17

FEMA 500 YEAR FLOOD PLAIN (ELEV 240.0)

240

SELLICK
APN: 253-100-09

NOTES:
1. SANITARY SEWER SYSTEM LAYOUT SHOWN IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4037

OVERALL SANITARY SEWER PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

N

0 100 200 300

1 inch = 100 ft.

RJA
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2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

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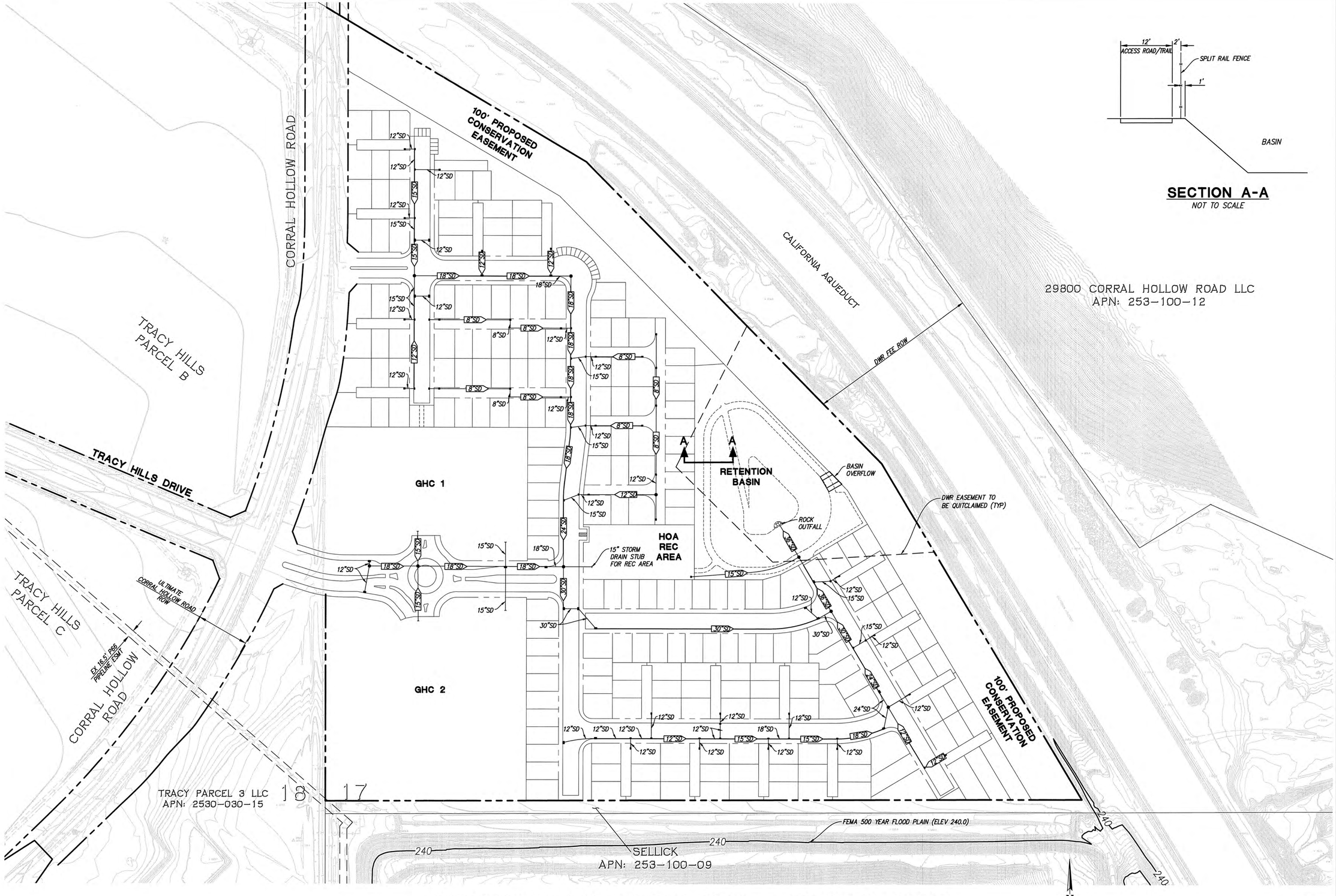

SECTION A-A
NOT TO SCALE

NOTES:
1. STORM DRAIN SYSTEM LAYOUT SHOWN IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4037
OVERALL STORM DRAIN SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

N

0 100 200 300

1 inch = 100 ft.

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DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 8 OF 14

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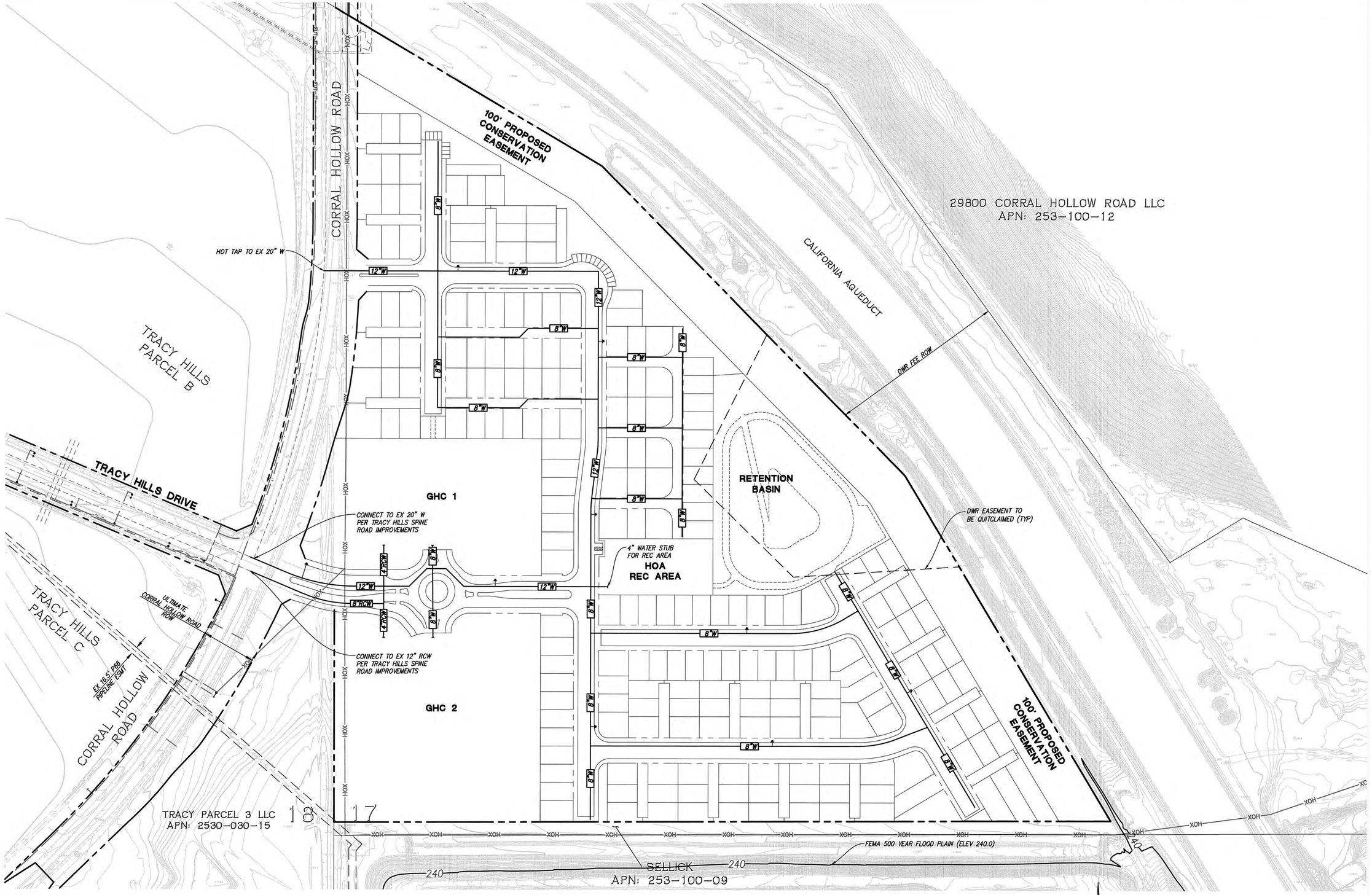

NOTES:
1. 3-WAY OR 4-WAY VALVES WILL BE INSTALLED ON WATER MAINS AT TEE OR CROSS INTERSECTIONS, RESPECTIVELY.
2. SYSTEM LAYOUT SHOWN IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4037
OVERALL WATER SYSTEM & HYDRANT PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

N

0 100 200 300

1 inch = 100 ft.

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2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 9 OF 14

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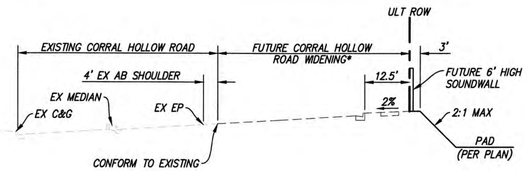
***PROJECT CONDITIONS WILL ADDRESS THE REQUIREMENTS FOR CONSTRUCTION OF CORRAL HOLLOW ROAD IMPROVEMENTS RELATIVE TO SCOPE & TIMING WITH RESPECT TO THE DEVELOPMENT OF THE KT PROPERTY**



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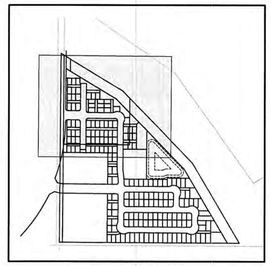

KEYMAP
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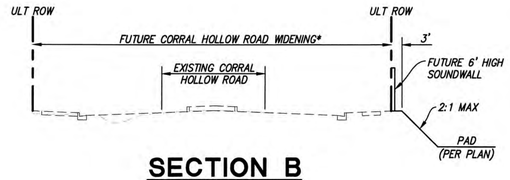

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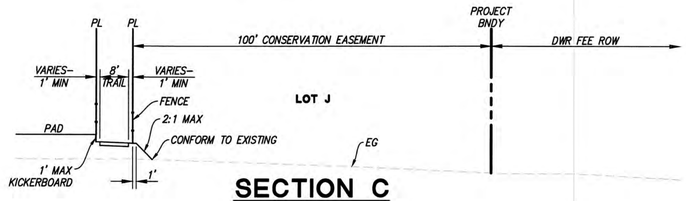

SECTION C
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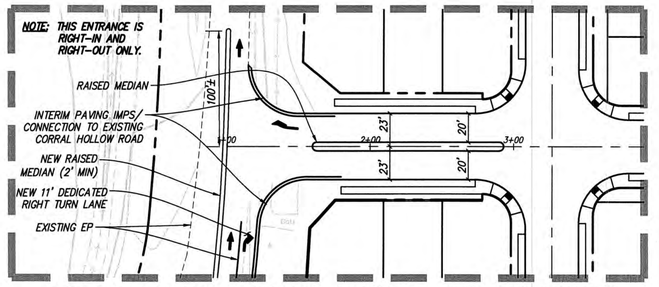
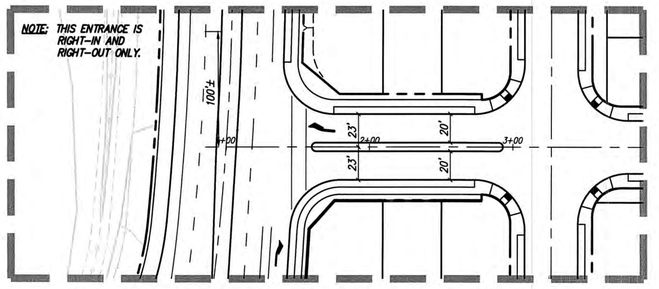


INTERIM CORRAL HOLLOW / STREET A INTERSECTION
NOT TO SCALE



ULTIMATE CORRAL HOLLOW / STREET A INTERSECTION
NOT TO SCALE

SEE RIGHT SIDE OF SHEET FOR INTERIM & ULTIMATE DETAILS

SEE SHEET 13

SEE SHEET 11

*NOTE – SIDEYARD FENCE SHALL BE PLACED TO PROVIDE ADEQUATE SITE DISTANCE.

VESTING TENTATIVE MAP - TRACT 4037

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

N

0 50 100 150

1 inch = 50 ft.

RJA
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DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 10 OF 14

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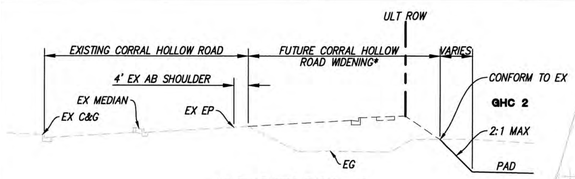


SECTION A

NOT TO SCALE

***PROJECT CONDITIONS WILL ADDRESS THE REQUIREMENTS FOR CONSTRUCTION OF CORRAL HOLLOW ROAD IMPROVEMENTS RELATIVE TO SCOPE & TIMING WITH RESPECT TO THE DEVELOPMENT OF THE KT PROPERTY**

SEE RIGHT SIDE OF SHEET FOR INTERIM & ULTIMATE DETAILS

SEE SHEET 10

SEE SHEET 13

SEE SHEET 12

LOT K

GHC 1 (LOT E)

GHC 2 (LOT F)

STREET D

STREET C

CORRAL HOLLOW ROAD

CORRAL HOLLOW ROAD ROW

INTERIM IMPROVEMENTS/ CONNECTION TO EXISTING CORRAL HOLLOW ROAD

CONFORM TO EX EP

CONNECT TO EXISTING W

CONNECT TO EXISTING RCW

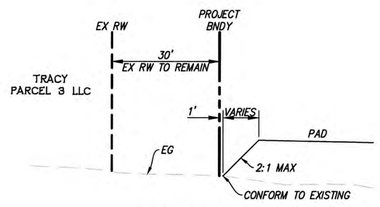
CONNECT TO EXISTING SSFM

TRACY HILLS PARCEL C

TRACY PARCEL 3 LLC
APN: 2530-030-15

SELLICK
APN: 253-100-09

FEMA 500 YEAR FLOOD PLAIN (ELEV 240.0)



SECTION B

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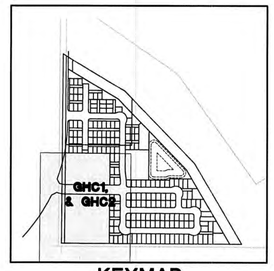
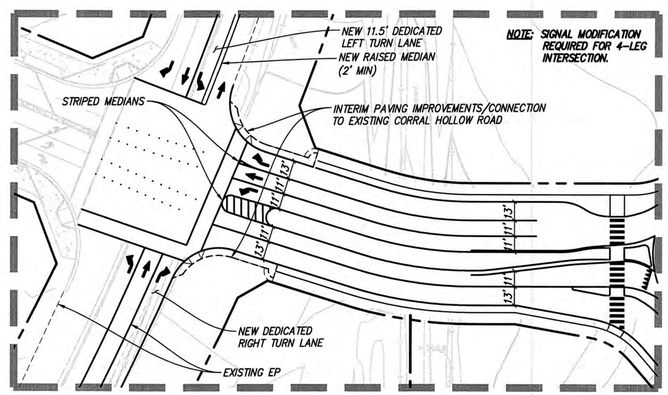


KEYMAP

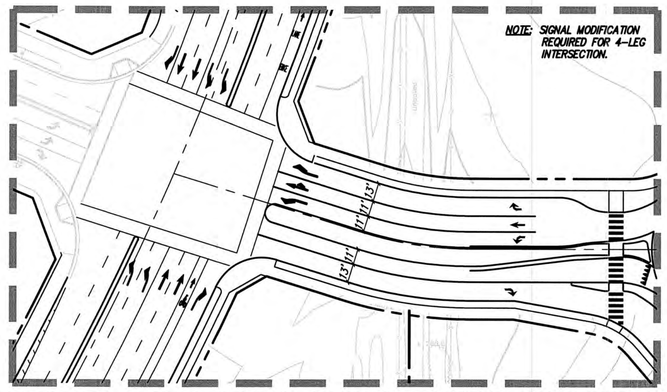
NOT TO SCALE



INTERIM CORRAL HOLLOW ROAD / STREET D INTERSECTION*

NOT TO SCALE

***NOTE:** DEVELOPER MAY PHASE STREET D WITH ONLY 1 LANE IN EACH DIRECTION PRIOR TO COMMERCIAL DEVELOPMENT. 1 WESTBOUND LEFT & 1 RIGHT-TURN/THRU WILL BE REQUIRED AT THE INTERSECTION.



ULTIMATE CORRAL HOLLOW ROAD / STREET D INTERSECTION

NOT TO SCALE

VESTING TENTATIVE MAP - TRACT 4037
GHC PARCEL 1 & GHC PARCEL 2

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
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DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 11 OF 14

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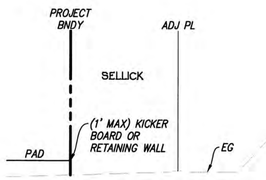

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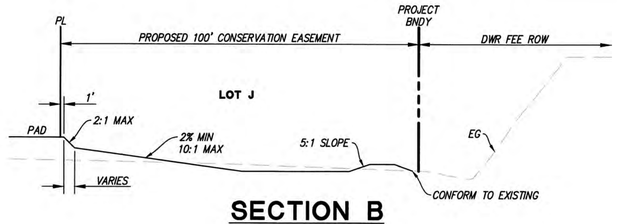

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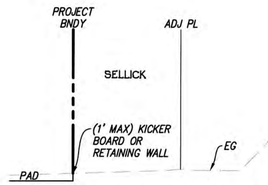

SECTION C
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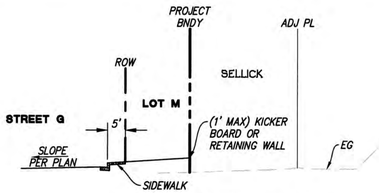

SECTION D
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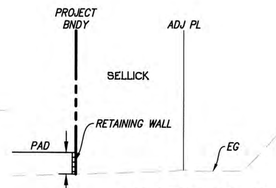
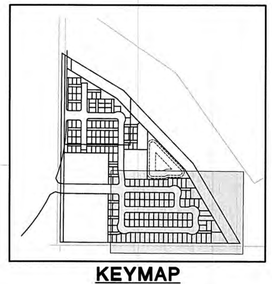


SECTION E
NOT TO SCALE



KEYMAP
NOT TO SCALE

SEE SHEET 13

SEE SHEET 11

SS LIFT STATION (LOT B)

LOT C (HOA REC AREA)

SS STUB

SD STUB

W STUB

ACCESS/PATH CONNECTIVITY TO BE ADDRESSED WITH HOA REC CENTER SITE PLAN APPROVAL PROCESS

4:1 MAX

STREET E

STREET F

STREET G

LOT G

DWR FEE ROW

PROPOSED 100' CONSERVATION EASEMENT

20' MIN EVA

2.0' RET WALL

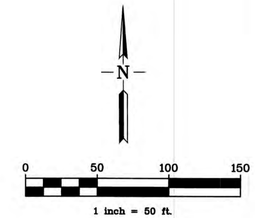
2.5' RET WALL

3.0' RET WALL

1.0' RET WALL

SELLICK
APN: 253-100-09

FEMA 500 YEAR FLOOD PLAIN (ELEV 240.0)



VESTING TENTATIVE MAP - TRACT 4037

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
2541 WARREN DRIVE, SUITE 200, ROCKLIN, CA 95677
PHONE: (916) 630-8900 FAX: (916) 630-8909

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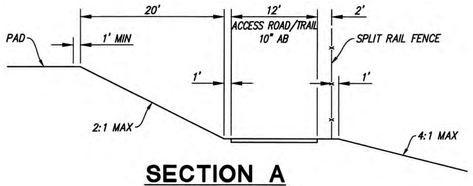

SECTION A
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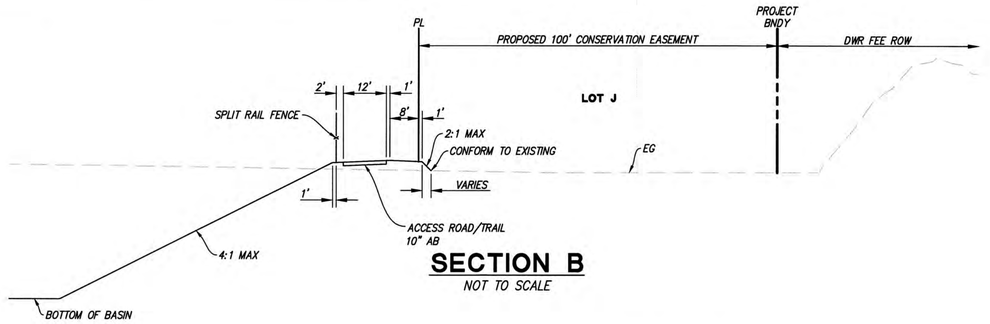

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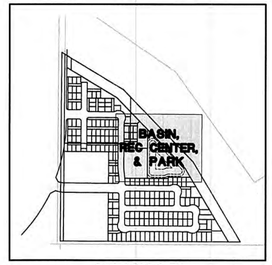
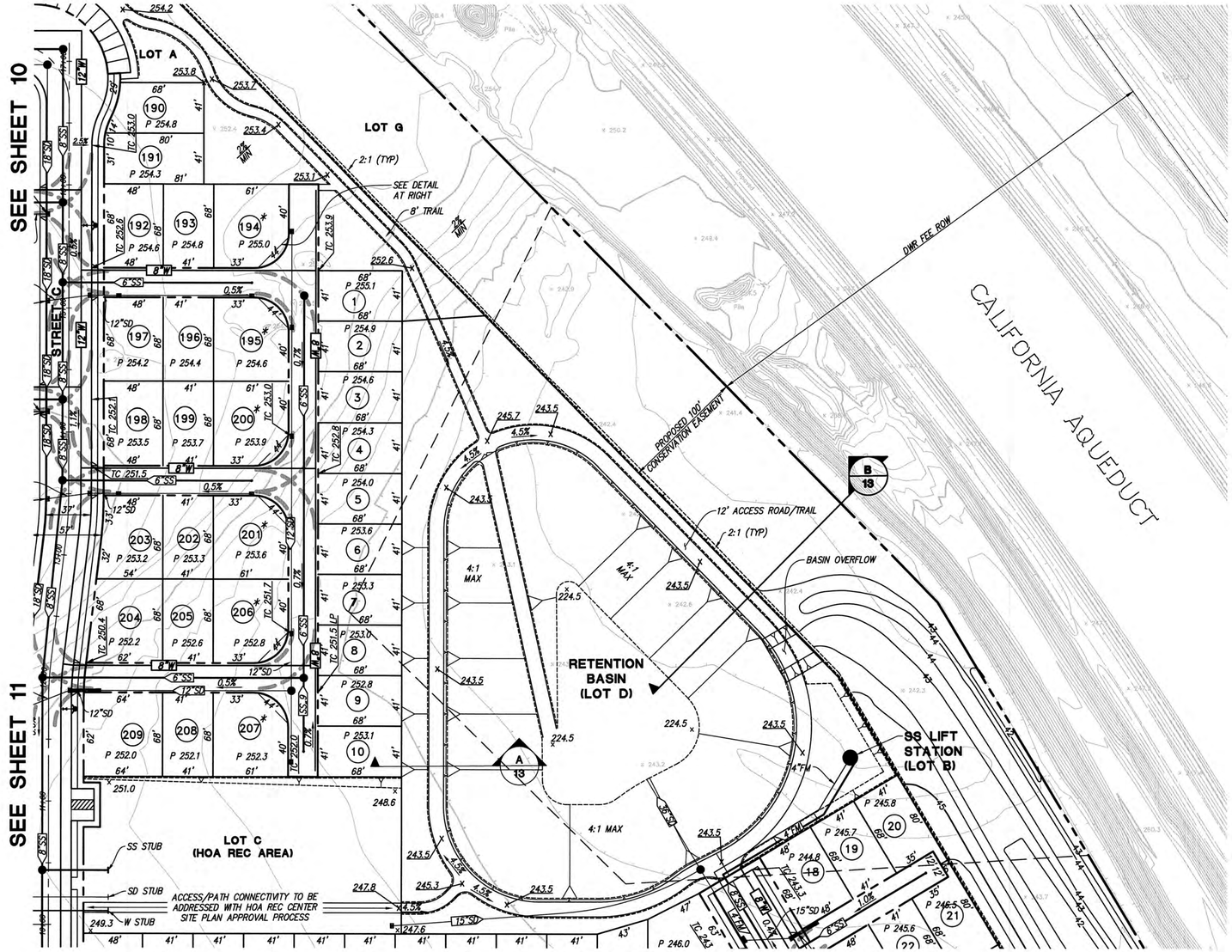
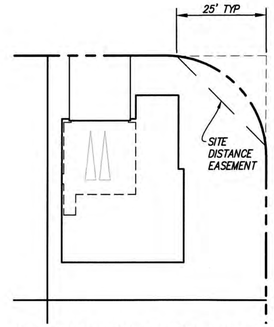


KEYMAP
NOT TO SCALE

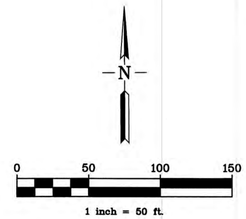


*NOTE – SIDEYARD FENCE SHALL BE PLACED TO PROVIDE ADEQUATE SITE DISTANCE.

SEE SHEET 12



SITE DISTANCE EASEMENT DETAIL



VESTING TENTATIVE MAP - TRACT 4037
RETENTION BASIN, RECREATION CENTER & PARK

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
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PHONE: (916) 630-8900 FAX: (916) 630-8909

DATE: OCTOBER 7, 2020 JOB NO.: 185023 SHEET 13 OF 14

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ATTACHMENT D

November 10, 2020

AGENDA ITEM 4.D

REQUEST

PUBLIC HEARING TO CONSIDER APPROVING A REVISION TO THE TRACY HILLS KT PROJECT, WHICH INCLUDES INTRODUCING AN ORDINANCE APPROVING A TRACY HILLS SPECIFIC PLAN AMENDMENT AND APPROVING A VESTING TENTATIVE SUBDIVISION MAP TO INCREASE THE NUMBER OF LOTS IN THE TRACY HILLS KT PROJECT FROM 185 TO 214, LOCATED ON APPROXIMATELY 45 ACRES EAST OF CORRAL HOLLOW ROAD IN THE VICINITY OF TRACY HILLS DRIVE

EXECUTIVE SUMMARY

This agenda item is a public hearing to consider approving a revision to the Tracy Hills KT Project, which involves introducing an ordinance approving a Tracy Hills Specific Plan Amendment and approving a Vesting Tentative Subdivision Map to increase the number of lots in the Tracy Hills KT Project from 185 to 214, located on approximately 45 acres east of Corral Hollow Road in the vicinity of Tracy Hills Drive.

DISCUSSION

For this agenda item, the City Council will be asked to consider the following actions regarding a revision to the Tracy Hills KT Project:

1. Introduction of an ordinance for approval of a Tracy Hills Specific Plan Amendment (Application Number SPA20-0008)
2. Approval of a Vesting Tentative Subdivision Map (TSM20-0002)

Background

On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment and a comprehensive update to the Tracy Hills Specific Plan. The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580. On April 5, 2016, City Council also approved a Vesting Tentative Subdivision Map for approximately 1,160 single-family residential lots in Phase 1A. The Phase 1A area is currently under construction by Integral Communities, Lennar Homes, Shea Homes, and Meritage Homes. Similar to other master-planned developments, implementation often involves evaluating changes to development standards, land uses and phasing.

On June 2, 2020, City Council approved a General Plan Amendment, a Tracy Hills Specific Plan Amendment, and a Vesting Tentative Subdivision Map for the Tracy Hills KT Project to create 185 single-family residential lots and two commercial parcels on approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive.

Overview of the Tracy Hills Specific Plan Amendment

The proposed Tracy Hills Specific Plan Amendment (SPA) includes revisions to several exhibits in Appendix A of the Tracy Hills Specific Plan that show the subdivision design for the Tracy Hills KT Project (Attachment A: Tracy Hills Specific Plan Amendment). As described below, a proposed Vesting Tentative Subdivision Map has been submitted to increase the number of lots in the Tracy Hills KT project from 185 to 214. The proposed revisions to the exhibits in Appendix A of the Tracy Hills Specific Plan reflect the proposed changes to the Vesting Tentative Subdivision Map. No other changes are proposed or needed for the Tracy Hills Specific Plan. The proposed changes to the exhibits are consistent with all other parts of the Tracy Hills Specific Plan, including the zoning of Medium Density Residential (MDR-TH), and the General Plan.

Overview of the Vesting Tentative Subdivision Map

The previously approved Vesting Tentative Subdivision Map for the Tracy Hills KT Project consists of approximately 185 single-family residential lots, two commercial parcels, and various other parcels, such as a linear park and an HOA recreation area. The approved subdivision design includes two different typical lot types and neighborhood designs. Village 1 consists of lots with typical dimensions of 41' x 68' (2,788 s.f.) that front onto private lanes/motor courts, which connect to public neighborhood streets. Village 2 consists of lots with typical dimensions of 47' x 70' (3,290 s.f.) that front onto public neighborhood streets.

The proposed Vesting Tentative Subdivision Map would increase the number of single-family residential lots from 185 to 214 (Attachment B: Vesting Tentative Subdivision Map). The previous two-Village concept would be revised to a single neighborhood design with no reference to Villages. The lot pattern design and dimensions of the previous Village 1 area would remain the same as the previous approval. The previous Village 2 area would be revised to typical lot dimensions of 41' x 68', using a design similar to Village 1 throughout the entire subdivision, including lots fronting onto private lanes/motor courts, which connect to public neighborhood streets.

The two commercial parcels would remain the same as previously approved. The other components of the overall subdivision, such as the linear park and HOA recreation area, would remain primarily the same as previously approved with minor revisions to parcel configurations to accommodate the changes to the neighborhood design. As previously approved, a linear park is proposed along the eastern edge of the KT Project, adjacent to a 100-foot wide conservation easement corridor that runs along the California Aqueduct. The linear park would include a trail that connects to a comprehensive Class 1 bikeway and pedestrian system within Tracy Hills. This linear park would be a public park dedicated to the City. The proposed KT Project also includes a private HOA park and recreation facility, which may include a swimming pool and other amenities.

The small-lot design of the proposed Vesting Tentative Subdivision Map is consistent with the Tracy Hills Specific Plan zoning of Medium Density Residential (MDR-TH). The small-lot design would expand the diversity of lot sizes and house types in the Tracy Hills area, which is beneficial to accommodating a wide range of housing objectives, buyer needs, and affordability, and is encouraged by the General Plan.

The City conducted a traffic analysis of the proposed project, which concluded that the addition of 29 homes in the Tracy Hills KT Project (for a new total of 214) would not trigger new intersection deficiencies or other traffic impacts. The traffic analysis memo is included as an attachment to the CEQA Initial Study described below.

Planning Commission Discussion

The Planning Commission held a public hearing to consider the project on October 14, 2020 and recommended that the City Council introduce and adopt an ordinance to approve the Tracy Hills Specific Plan Amendment and approve the Vesting Tentative Subdivision Map for the Tracy Hills KT Project.

Environmental Document

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills KT Project (Attachment C: CEQA Initial Study). Therefore, pursuant to Section 15168(c)(2), no further environmental document is required. Further, the Initial Study documents that the KT Project is consistent with the development density established by an approved community plan, for which an EIR is certified, and that no project-specific impacts would result from implementation of the KT Project. Therefore, pursuant to Section 15183 of the CEQA Guidelines, no further environmental document is required.

STRATEGIC PLAN

This agenda item is not related to the City Council's Strategic Plans.

FISCAL IMPACT

The costs of these development applications were funded by application fees and a Cost Recovery Agreement.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council approve the revision to the Tracy Hills KT Project by taking the following actions:

1. Introduce an Ordinance approving a Tracy Hills Specific Plan Amendment (Application Number SPA20-0008)
2. Approve a Vesting Tentative Subdivision Map (Application Number TSM20-0002)

Prepared by: Scott Claar, Senior Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Tracy Hills Specific Plan Amendment
Attachment B – Vesting Tentative Subdivision Map
Attachment C – CEQA Initial Study

RESOLUTION 2020-189

APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE TRACY HILLS KT PROJECT TO CREATE APPROXIMATELY 214 SINGLE-FAMILY RESIDENTIAL LOTS, TWO COMMERCIAL PARCELS, AND VARIOUS OTHER PARCELS, INCUDING A LINEAR PARK AND HOA RECREATION AREA, CONSISTING OF APPROXIMATELY 45 ACRES LOCATED EAST OF CORRAL HOLLOW ROAD IN THE VICINITY OF TRACY HILLS DRIVE, APPLICATION NUMBER TSM20-0002

WHEREAS, The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580, and

WHEREAS, On April 5, 2016, City Council certified an Environmental Impact Report and approved a General Plan Amendment, a comprehensive update to the Tracy Hills Specific Plan, and a Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, which consists of approximately 417 acres and includes approximately 1,160 single-family residential lots, and

WHEREAS, On June 2, 2020, City Council approved a General Plan Amendment, a Tracy Hills Specific Plan Amendment, and a Vesting Tentative Subdivision Map for the Tracy Hills KT Project to create 185 single-family residential lots and two commercial parcels on approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive, and

WHEREAS, On June 29, 2020, an application was submitted for a Vesting Tentative Subdivision Map regarding proposed revisions to the Tracy Hills KT Project (Application Number TSM20-0002), and

WHEREAS, The proposed Vesting Tentative Subdivision Map would increase the number of single-family residential lots in the Tracy Hills KT Project from 185 to 214, and

WHEREAS, The two commercial parcels would remain the same as previously approved, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the General Plan and the Tracy Hills Specific Plan, as amended, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the Tracy Municipal Code, Title 12, Subdivisions, and

WHEREAS, The site is physically suitable for the type of development and will be developed in accordance with City standards, and

WHEREAS, The site is physically suitable for the proposed density of development. The proposed density of 6.9 dwelling units per gross acre for the residential portion of the site is consistent with the General Plan, Residential Medium designation, which provides for a density range of 5.9 to 12.0 dwelling units per acre. Traffic circulation is designed in accordance with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, and

WHEREAS, The project complies with all other applicable ordinances, regulations and guidelines of the City, including but not limited to, the local floodplain ordinance. The subject property is not located within any floodplain and the project, with conditions, will meet all applicable City design and improvement standards, and

WHEREAS, All public facilities necessary to serve the subdivision or mitigate any impacts created by the subdivision will be constructed or assured before approval of a final map or issuance of a building or grading permit, and

WHEREAS, An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan. An Initial Study has been prepared in accordance with the provisions of the California Environmental Quality Act (CEQA) Guidelines to document the finding that none of the conditions or circumstances that would require preparation of a subsequent EIR, pursuant to Sections 15162 and 15168 of the CEQA Guidelines, exist in connection with the proposed Tracy Hills KT Project. Therefore, pursuant to Section 15168(c)(2), no further environmental document is required. Further, the Initial Study documents that the KT Project is consistent with the development density established by an approved community plan, for which an EIR is certified, and that no project-specific impacts would result from implementation of the KT Project. Therefore, pursuant to Section 15183 of the CEQA Guidelines, no further environmental document is required, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on October 14, 2020 and recommended that the City Council approve the Vesting Tentative Subdivision Map for the Tracy Hills KT Project, Application Number TSM20-0002, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on November 10, 2020;

NOW, THEREFORE BE IT RESOLVED, As follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as findings.

NOW, THEREFORE BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the Vesting Tentative Subdivision Map for the Tracy Hills KT Project to create approximately 214 single-family residential lots, two commercial parcels, and various other parcels, including a linear park and an HOA recreation area, consisting of approximately 45 acres located east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002, subject to the conditions stated in Exhibit "1" attached and made part hereof.

* *

The foregoing Resolution 2020-189 was passed and adopted by the City Council of the City of Tracy on the 10th day of November 2020, by the following vote:

AYES:	COUNCIL MEMBERS:	ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

MAYOR

ATTEST:

CITY CLERK

Conditions of Approval for Tracy Hills KT Project
Vesting Tentative Subdivision Map
Application Number TSM20-0002
November 10, 2020

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills KT Project, Application Number TSM20-0002, including approximately 214 single-family residential lots, a linear park, a retention basin, an HOA recreation area, and two commercial parcels.

Property: The property consists of approximately 45.1 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of or annexation into one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of or annexation into CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. Definitions; Abbreviations.

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared for the Tracy Hills KT Project consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0002), which was received by

the Development Services Department on September 18, 2020 and approved by the City Council on _____, 2020, unless modified by these Conditions.

6. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

"Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

"Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Tracy Hills KT Project property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall, at its expense, form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall

deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to ten model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded

against the entire Tracy Hills KT Project property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

a. CFD. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), Subdivider shall, at its sole expense, form or annex into a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

8. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

9. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

10. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which stipulates that prior to

issuance of a building permit (except for up to ten model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to ten model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.

b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report and Addendum to the Subsequent Environmental Impact Report dated February 2020 ("EIR")*

c) *Tracy Hills KT Update Traffic Study,* prepared by Kimley-Horn and Associates, dated September 9, 2020, and any updates or amendments thereto ("Traffic Study").

d) *Tracy Hills KT Property Sanitary Sewer Study Technical Memorandum* prepared by Carollo, dated February 21, 2020 ("*Sanitary Sewer Study*").

e) *Tracy Hills Water Study Technical Memorandum* prepared by West Yost Associates, dated November 8, 2019 ("*Water Study*").

f) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated July 2019 and reviewed by Stormwater Consulting, Inc. as outlined in the memo dated January 6, 2020 ("*Storm Drainage Study*")

g) *Citywide Water System Master Plan prepared by West Yost Associates,* dated December 2012.

h) *Plan Line Study – Corral Hollow Road prepared by Ruggeri-Jensen-Azar* ("*Corral Hollow Road Plan Line*").

i) Any Finance Implementation Plan ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills KT Property Vesting Tentative Subdivision Map, Application No. TSM20-0002.

j) Amendment to the Tracy Hills Specific Plan for the KT Project, approved by City Council by Resolution No. 2020-___, dated _____, ___, 2020.

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed, completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer. For the purpose of these Conditions of Approval, Final Maps filed solely for financing purposes only, and no permits will be requested pursuant to such final map, then the requirements listed in these Conditions of Approval shall not apply to the final map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to approval of the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Site Grading

C.2.2.1 Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4 If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5 If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent

agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to storm drainage easement or to public streets. If overland release is intended to be onto DWR property adjacent to the Project, Subdivider shall submit to the City documentation from DWR approving such discharge overland release onto DWR property as required by the City Engineer.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Study and City Regulations.

C.2.4.4 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging

effects of pollutants to water quality may also be implemented.

C.2.4.5 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.6 Storm drainage Retention Basin shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

C.2.4.7 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 The Subdivider shall design and construct the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project per City Standards and Sanitary Sewer Study. This Pump Station shall be constructed on land to be dedicated by Subdivider, as approved and required by the City. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance. Maintenance of the SSPS shall be included in the Community Facilities District (CFD) to be established for the Project.

C.2.5.3 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed above are completed and functional, as determined by the City Engineer.

C.2.5.4 Subdivider shall pay impact fees at the time of issuance of building permit. In addition, the Subdivider shall pre-pay impact fees for wastewater treatment for all remaining residential lots no later than one year after issuance of first building permit for production home.

C.2.5.5 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.6 Subdivider shall coordinate with Utilities Department and Public Works Department for determining the access, parking, security fencing, lighting and other related improvements at the Sanitary Sewer Pump Station. The requirements identified shall be incorporated into the design of the SSPS for review and approval by the City Engineer.

C.2.5.7 Parcel "B" (Sanitary Sewer Lift Station) access road shall be paved with structural section per City standards adequate to support maintenance vehicles accessing the Retention basin and the SSPS.

C.2.6. Water Distribution System

C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements) shall be designed and installed per City Regulations.

C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshal and the City Engineer, and obtain a letter from the Fire Marshal that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4 Subdivider shall install Recycled Water mains in Street "D" required to serve the Project.

Initially, the 8-in Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled Water system network is online the 8-in Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure-reducing valves at the location approved by the City Engineer. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.7 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshal. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshal for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct on-site and frontage roadway improvements to serve the Project as identified in the Traffic Study and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26,

2012, pursuant to Resolution No. 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements including traffic signal modifications at Tracy Hills Road / Corral Hollow Road for buildout requirements.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary / interim improvements are not eligible for fee credits or reimbursements.

C.2.7.3 Abandonment of Right-of way on Corral Hollow Road

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C.2.7.4. Corral Hollow Road Improvements

The Subdivider shall design and construct the Corral Hollow Road Improvements in accordance with the Traffic Study, Corral Hollow Road Plan Line and City Regulations.

The improvements will include, but are not limited to, construction of asphalt concrete pavement, traffic signal modifications, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities

improvements that are required to serve the Project based on the phasing plan approved by the City Engineer.

Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

C.2.7.5. Corral Hollow Road Improvements for Residential Units

Prior to issuance of final inspection or occupancy of Model Homes and residential units, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: One left turn, one right turn and one through lane.
2. Northbound: One left turn, one right turn and one through lane.
3. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicting this geometry for review. The layouts must show the ultimate layout as well.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

b. Corral Hollow Road/Street A (RIRO Driveway):

1. Northbound: One right turn lane to separate through traffic from right turning vehicles.
2. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

3. Westbound: one right turn lane exiting the development.

C.2.7.6. Corral Hollow Road Improvements for Commercial Parcels

Prior to issuance of final occupancy of for any buildings on the Commercial parcels, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: Two left turns, one right turn, and one through lane.
2. Northbound: Two left turns, one right turn, and one through lane.
3. Westbound: One through, one left, and one right turn lane.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

C.2.7.7. Fee Credits and/or reimbursements for eligible costs of improvements beyond Project's frontage obligation per the CRTMP, will be determined based on the improvement plans to be approved by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements and are the sole responsibility of the Subdivider.

C.2.7.8. Pavement Repaving/ Overlay on Corral Hollow Road

Subdivided shall pay its fair share of $50,000 towards the estimated cost of r repaving/ overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer.

C.2.7.9 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the

necessary improvement security before approval of the first Final Map within the Project.

C.2.7.10 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP including landscape improvements behind the curb) that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.11 Traffic Control Plan

Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.12 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.13 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the applicable mitigation measures as outlined in the Traffic Study.

C.2.7.14 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Tracy Hills Drive, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to

connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signal. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.15 Bus shelter and turnout on Corral Hollow Road

The bus shelter and turnout on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.16 Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.17 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshal shall be provided at the dead-end streets.

C.2.7.18 In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct all the in-tract streets based on cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map and Tracy Hills Specific Plan.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

C.2.7.19 Emergency/ Utility Vehicles Access at Street "C" and Street "E" Intersection: Access at this intersection shall be limited to emergency/utility vehicles only by the installation of turf blocks with vegetation designed to withstand vehicle loads as required by the City Engineer. The access shall be designed with either lockable bollards or gate with knox-box control as determined by the Fire Marshal and the City Engineer. The maintenance and replacement costs for the access area including sidewalk, rolled curb, turb blocks and access control shall be the responsibility of the HOA , or estimated costs as acceptable to the City shall incorporated into the CFD.

C.2.7.20 For all phases of the Project, the Subdivider shall install sidewalk to provide pedestrian circulation connecting the subdivisions sidewalks to the CH sidewalk and to the Corral Hollow Road/ Tracy Hills Road Intersection. Crosswalks on Corral Hollow Road to provide pedestrian access to the Tracy Hills Phase 1a subdivision should be provided. Timing and design of pedestrian access shall be as determined by the City Engineer based on the Phasing Plan.

C.2.7.21 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.22 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. Public Utility Easements

C.2.8.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries and on the west side of Corral hollow Road within the Project frontage shall be removed or undergrounded.

C.2.8.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.8.3 Public Utility Easements on sideyard lots shall be adjusted/ eliminated in final neighborhood designs based on actual joint trench design requirements.

C.2.8.4 The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivided shall submit documentation that DWR will quitclaim the easement prior to City's acceptance of the Retention Basin. All costs of the process for the quitclaim shall be borne by the Subdivider.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of

Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above, plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Phasing Plan and Deferred Improvement Agreement

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps. Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.8. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.8.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.8.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.8.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.8.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.9. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.10. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.11. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.12. Subdivider has submitted signed and stamped Improvement Plans.

C.3.13. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.14. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form

and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permit

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution No. 2014-059.

C.4.1.4. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions

C.5.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution No. 2014-010) as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report, these Conditions of Approval, and the Settlement Agreement per C1.1.k above.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.5.5. The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all

actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall pay for the future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

October 19, 2021

AGENDA ITEM 1.K

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4037 - KT PROPERTY II, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 4037 - KT Property II, for subdivision into 214 single-family residential lots and numerous other parcels. Approval of the Final Subdivision Map will facilitate 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, Inc., a California Corporation (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.

DISCUSSION

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project, pursuant to Resolution No. 2020-189 (VTSM). The VTSM includes 214 single-family residential lots, two commercial parcels, linear park parcel, HOA recreation parcel, retention basin parcel, and numerous other parcels to be owned and maintained by a Homeowners Association, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow Road in the vicinity of Tracy Hills Drive. Attachment A shows the overall Tracy Hills Specific Plan Area and the location of the subject Final Subdivision Map for Tract 4037 - KT Property II.

The Developer is requesting approval of the Final Subdivision Map for Tract 4037 - KT Property II, to create the 214 single-family residential lots and other aforementioned parcels (but excluding the two commercial parcels) located on approximately 36.1 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4037 - KT Property II (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 for the required public and private street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer. Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips and common areas are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval 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 and private streets, utilities and other in-tract improvements associated with the 214 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4037 - KT Property II.

The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4037 - KT Property II that was approved by the City Manager on July 22, 2021, and executed by the City and Developer, which allowed the Developer to proceed with the construction and installation of the required public and private improvements at its own risk prior to the Engineering Division's completion of the review and approval of the appurtenant plans and specifications.

The Developer has executed the SIA and posted the required security to guarantee completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with 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. As aforementioned, the landscaping plans are not complete and are unavailable currently for review.

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.

FISCAL IMPACT

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.

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4037 - KT Property II, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Doug Rodgers, SNG & Associates, Inc.

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement

RESOLUTION 2021-150

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4037 - KT PROPERTY II, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, A Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM) consisting of 214 single-family residential lots, two commercial parcels, linear park parcel, HOA recreation parcel, retention basin parcel, and numerous other parcels to be owned and maintained by a Homeowners Association, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, was approved by the Tracy City Council on November 10, 2020, pursuant to Resolution No. 2020-189, and

WHEREAS, The Final Subdivision Map for Tract 4037 - KT Property II, consists of the 214 single-family residential lots and other aforementioned parcels (but excluding the two commercial parcels) located on approximately 36.1 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, Specifications, and Cost Estimates for the required public and private street and utility 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 4037 - KT Property II (SIA) by reference, and

WHEREAS, The Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips and common areas are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer, and

WHEREAS, The SIA addresses construction of the public and private streets, utilities and other in-tract improvements associated with the 214 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4037 - KT Property II development, and

WHEREAS, The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4037 - KT Property II, which was approved by the City Manager on July 22, 2021, and executed by the City and Developer, 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, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4037 - KT

Property II and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

****

The foregoing Resolution 2021-150 was passed and adopted by the Tracy City Council on the 19th day of October, 2021, by the following vote:

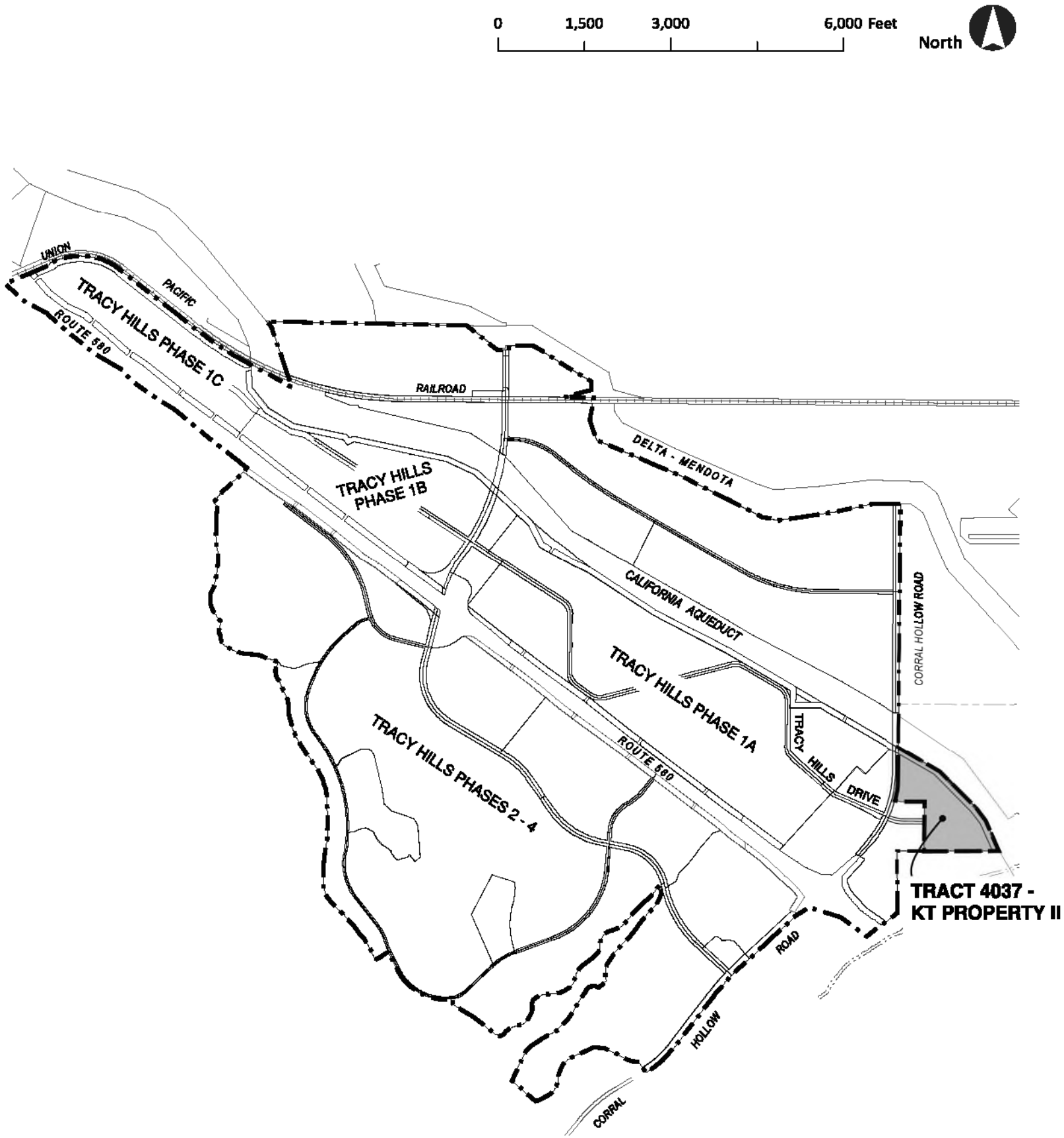
AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT A
Location Map



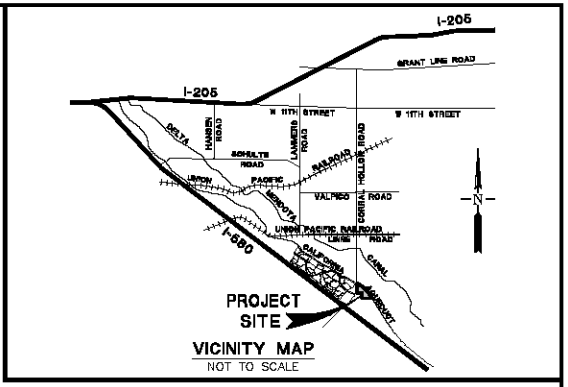
TRACT NO. 4037
SUBDIVISIONS OF SAN JOAQUIN COUNTY

KT PROPERTY II

BEING A SUBDIVISION OF PARCEL A AS SHOWN ON BOOK 10 OF PARCEL MAPS, AT PAGE 54, RECORDED JUNE 5, 1981 AND PARCEL 3 AS SHOWN ON TRACT 4013, RECORDED NOVEMBER 30, 2020 IN BOOK 43 OF MAPS AND PLATS AT PAGE 149 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 17, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021



VICINITY MAP
NOT TO SCALE

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. 4037, SUBDIVISIONS OF SAN JOAQUIN COUNTY, KT PROPERTY II", 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 "EMERALD WAY", "LAPIZ COURT", "DIAMOND AVENUE", "TRACY HILLS DRIVE", "JADE PLACE", "MALACHITE PLACE", "ALABASTER WAY", AND "CORRAL HOLLOW ROAD" 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, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "LOT A" IS FOR PUBLIC PARK PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "LOT B" IS FOR SEWER PUMP STATION PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "LOT D" FOR RETENTION BASIN AND PUBLIC PARK PURPOSES.

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 "WATER LINE EASEMENT" OR "WLE" ARE FOR CONSTRUCTION, OPERATION, ACCESS FOR MAINTENANCE OF WATER LINES, AND ALL RELATED APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SIGHT DISTANCE EASEMENT" OR "SDE" ARE FOR DEDICATION TO THE CITY OF TRACY AS A NON-EXCLUSIVE SURFACE EASEMENT FOR SIGHT DISTANCE PURPOSES INCLUDING THE CLEARING OF OBSTRUCTIONS AND VEGETATION FOR THE PURPOSE OF MAINTAINING THE AREA SUCH THAT NO STRUCTURES OR VEGETATION ARE HIGHER THAN 2 FEET ABOVE THE TOP OF CURB.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE WAYS AND SHALL BE OWNED IN FEE BY THE HOMEOWNER'S ASSOCIATION AND MANAGED BY THE COVENANTS, CODES, AND RESTRICTIONS THEREOF. THE AREAS DESIGNATED AS ARIANA PLACE, BANNISTER PLACE, CATONA PLACE, CONSTANCE PLACE, DERBY PLACE, EVEREST PLACE, FRENCH WAY, HESTER PLACE, ITALIA WAY, JORDANA WAY, KAYTE WAY, LUTHER WAY, MONTROSE PLACE, MOON WAY, NELL PLACE, OPHELIA PLACE, PLACER PLACE, QUENTIN PLACE, REBUS PLACE, SAVOY PLACE, TABITHA PLACE, UMBERTO PLACE, VINNY PLACE, AND WISHWOOD PLACE.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE COMMON AREA. THE AREAS DESIGNATED AS "LOT C", "LOT G", "LOT I", "LOT J", "LOT K", "LOT L", "LOT M" FOR THE PURPOSES OF, BUT NOT LIMITED TO, LANDSCAPING, ACCESS, UTILITIES, DRAINAGE, INGRESS, AND EGRESS ALL IN ACCORDANCE WITH THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SUBDIVISION. SAID LOTS ARE TO BE OWNED, MAINTAINED AND CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

DATED THIS _____ DAY OF _____, 2021.

OWNER: AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: AGWIP 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 CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, 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 ON 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: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

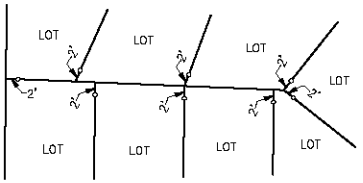
SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)3(A)(i–viii) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. STATE OF CALIFORNIA – DRAINAGE EASEMENT PER BOOK 2609 PAGE 245, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.
2. CITY OF TRACY – GRANT OF EASEMENT PER 2018–106042, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM20–0002) CONDITIONS OF APPROVAL DATED NOVEMBER 10, 2020.
2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ANCHORING PLUG (3DMM) STAMPED RJA LS 8441 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 _____, 2021, 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

JOB NO. 185023

SHEET 1 OF 13 SHEETS

ATTACHMENT B
Final Subdivision Map

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 AG ESSENTIAL HOUSING CA 1, L.P. ON JANUARY, 2021. 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 _____, 2021.

_____
SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4037, SUBDIVISIONS OF SAN JOAQUIN COUNTY, KT PROPERTY II", 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 _____, 2021.

_____
ROBERT ARMIJO, R.C.E. NO. 63173
CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
ROBERT ARMIJO
No. 63173
CIVIL
STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4037, SUBDIVISIONS OF SAN JOAQUIN COUNTY, KT PROPERTY II", CITY OF TRACY, CALIFORNIA AND THAT 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 _____, 2021.

_____
DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P. FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY: "EMERALD WAY", "LAPIZ COURT", "DIAMOND AVENUE", "TRACY HILLS DRIVE", "JADE PLACE", "MALACHITE PLACE", "ALABASTER WAY", AND "CORRAL HOLLOW ROAD"; "LOT A" FOR PUBLIC PARK PURPOSES, "LOT B" FOR SEWER PUMP STATION PURPOSES, AND "LOT D" FOR RETENTION BASIN PURPOSES.

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", "WATER LINE EASEMENT" OR "WLE", AND "SIGHT DISTANCE EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 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.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2021, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT 4037, SUBDIVISIONS OF SAN JOAQUIN COUNTY, KT PROPERTY II", CITY OF TRACY, CALIFORNIA.

ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WATER LINE EASEMENTS, AND SIGHT DISTANCE EASEMENTS.

ACCEPTED ON BEHALF OF THE PUBLIC, LOT B FOR THE SEWER PUMP STATION, LOT D FOR THE RETENTION BASIN, AND LOT A FOR THE PUBLIC PARK, SUBJECT TO THE SATISFACTORY COMPLETION OF IMPROVEMENTS.

ACCEPTED, ON BEHALF OF THE PUBLIC, 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 _____, 2021.

_____
ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4037
SUBDIVISIONS OF SAN JOAQUIN COUNTY

KT PROPERTY II

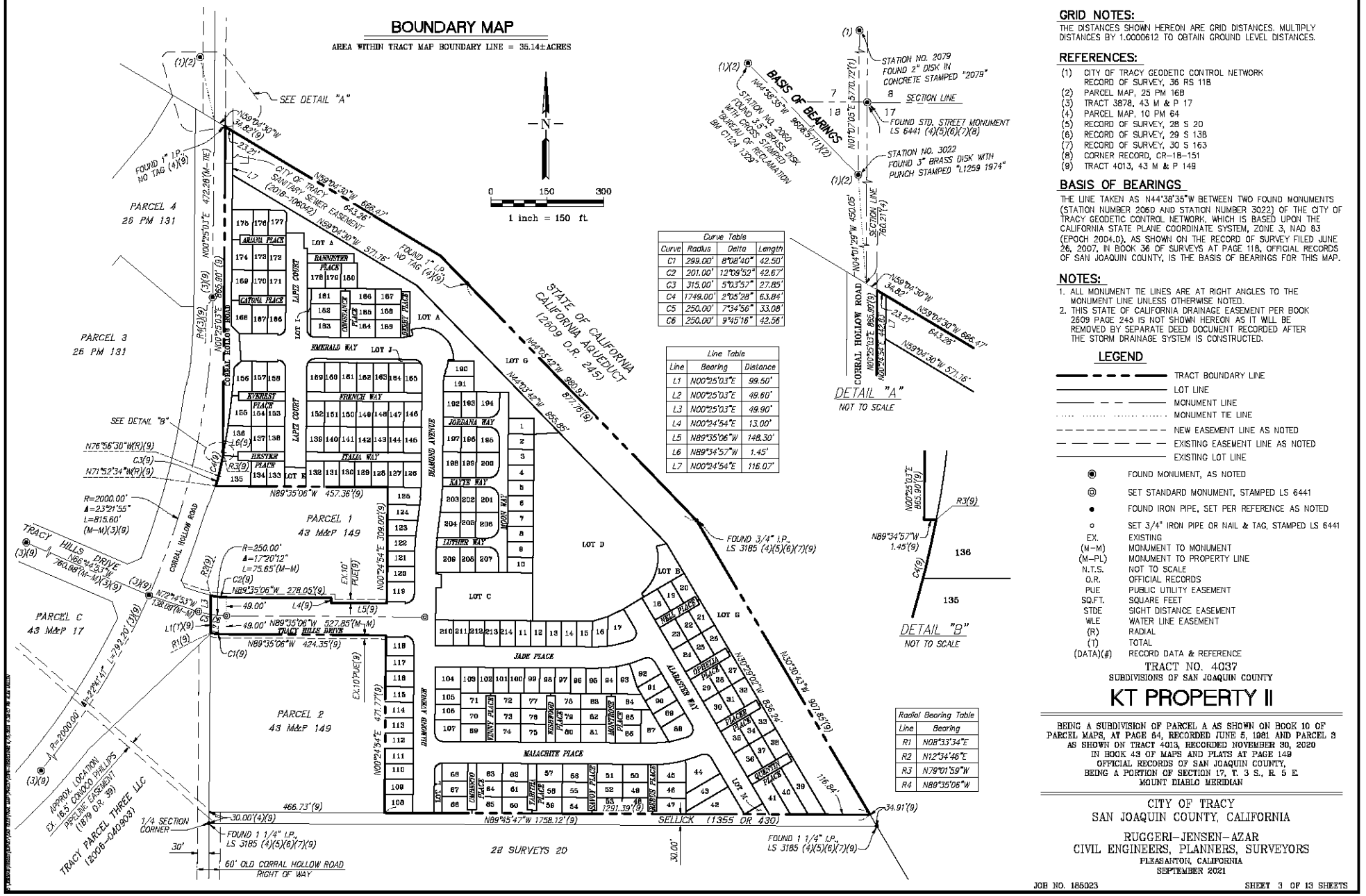
BEING A SUBDIVISION OF PARCEL A AS SHOWN ON BOOK 10 OF PARCEL MAPS, AT PAGE 54, RECORDED JUNE 5, 1981 AND PARCEL 3 AS SHOWN ON TRACT 4013, RECORDED NOVEMBER 30, 2020 IN BOOK 43 OF MAPS AND PLATS AT PAGE 149 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 17, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 35.14± ACRES



Curve Table			
Curve	Radius	Delta	Length
C1	299.00'	8°08'40"	42.50'
C2	201.00'	12°08'52"	42.67'
C3	315.00'	5°03'57"	27.85'
C4	1749.00'	2°05'28"	63.84'
C5	250.00'	7°34'56"	33.08'
C6	250.00'	9°45'16"	42.56'

Line Table		
Line	Bearing	Distance
L1	N00°25'03"E	99.50'
L2	N00°25'03"E	49.60'
L3	N00°25'03"E	49.90'
L4	N00°24'54"E	13.00'
L5	N89°35'06"W	148.30'
L6	N89°34'57"W	1.45'
L7	N00°24'54"E	116.07'

Radial Bearing Table	
Line	Bearing
R1	N08°33'34"E
R2	N12°34'46"E
R3	N79°01'59"W
R4	N88°35'06"W

GRID NOTES:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

REFERENCES:

(1) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(2) PARCEL MAP, 25 PM 168
(3) TRACT 3878, 43 M & P 17
(4) PARCEL MAP, 10 PM 64
(5) RECORD OF SURVEY, 28 S 20
(6) RECORD OF SURVEY, 29 S 138
(7) RECORD OF SURVEY, 30 S 163
(8) CORNER RECORD, CR-18-151
(9) TRACT 4013, 43 M & P 149

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.

NOTES:

1. ALL MONUMENT TIE LINES ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. THIS STATE OF CALIFORNIA DRAINAGE EASEMENT PER BOOK 2609 PAGE 245 IS NOT SHOWN HEREON AS IT WILL BE REMOVED BY SEPARATE DEED DOCUMENT RECORDED AFTER THE STORM DRAINAGE SYSTEM IS CONSTRUCTED.

LEGEND

- TRACT BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- NEW EASEMENT LINE AS NOTED
- EXISTING EASEMENT LINE AS NOTED
- EXISTING LOT LINE
- ◉ FOUND MONUMENT, AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ● FOUND IRON PIPE, SET PER REFERENCE AS NOTED
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
STDE	SIGHT DISTANCE EASEMENT
WLE	WATER LINE EASEMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(#)	RECORD DATA & REFERENCE

TRACT NO. 4037
SUBDIVISIONS OF SAN JOAQUIN COUNTY

KT PROPERTY II

BEING A SUBDIVISION OF PARCEL A AS SHOWN ON BOOK 10 OF PARCEL MAPS, AT PAGE 64, RECORDED JUNE 5, 1981 AND PARCEL 3 AS SHOWN ON TRACT 4013, RECORDED NOVEMBER 30, 2020 IN BOOK 43 OF MAPS AND PLATS AT PAGE 149 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 17, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

SEPTEMBER 2021

SUBDIVISION SHEET INDEX

SCALE: 1" = 150'

SHEET COVERAGE

(8) SHEET NUMBER

0 150 300

1 inch = 150 ft.

GRID NOTES:

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BASIS OF BEARINGS

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LEGEND

———	TRACT BOUNDARY LINE
———	LOT LINE
——— – – ———	MONUMENT LINE
....	MONUMENT TIE LINE
– – – – – – – – – –	NEW EASEMENT LINE AS NOTED
– — – — – —	EXISTING EASEMENT LINE AS NOTED
———	EXISTING LOT LINE
◉	FOUND MONUMENT, AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
•	FOUND IRON PIPE, SET PER REFERENCE AS NOTED
o	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
STDE	SIGHT DISTANCE EASEMENT
WLE	WATER LINE EASEMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(#)	RECORD DATA & REFERENCE

TRACT NO. 4037

SUBDIVISIONS OF SAN JOAQUIN COUNTY

KT PROPERTY II

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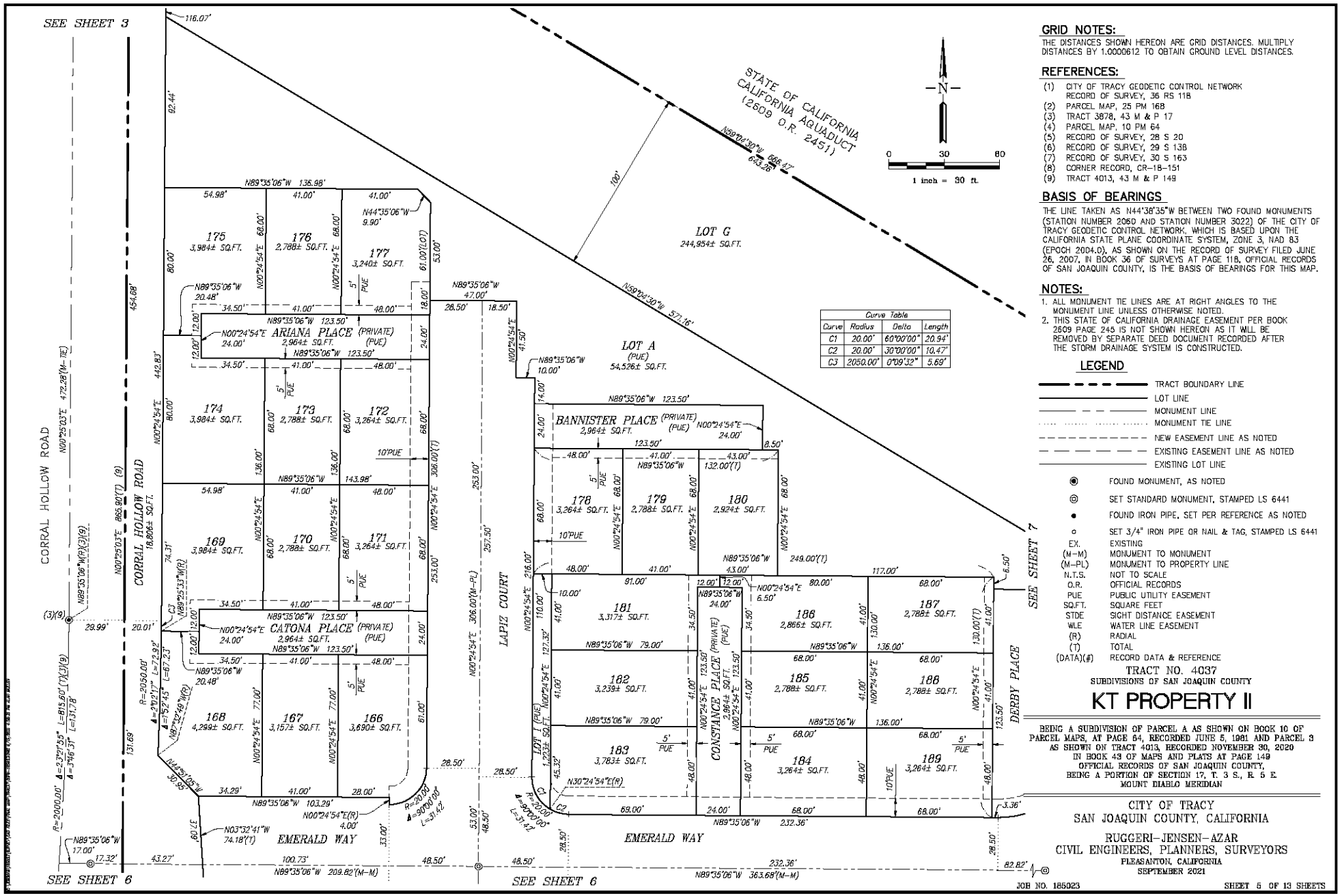
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021

JOB NO. 185023



Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	60°00'00"	20.94'
C2	20.00'	30°00'00"	10.47'
C3	2050.00'	0°09'32"	5.69'

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LEGEND

- TRACT BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- NEW EASEMENT LINE AS NOTED
- EXISTING EASEMENT LINE AS NOTED
- EXISTING LOT LINE
- FOUND MONUMENT, AS NOTED
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(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
STDE	SIGHT DISTANCE EASEMENT
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(T)	TOTAL
(DATA)(#)	RECORD DATA & REFERENCE

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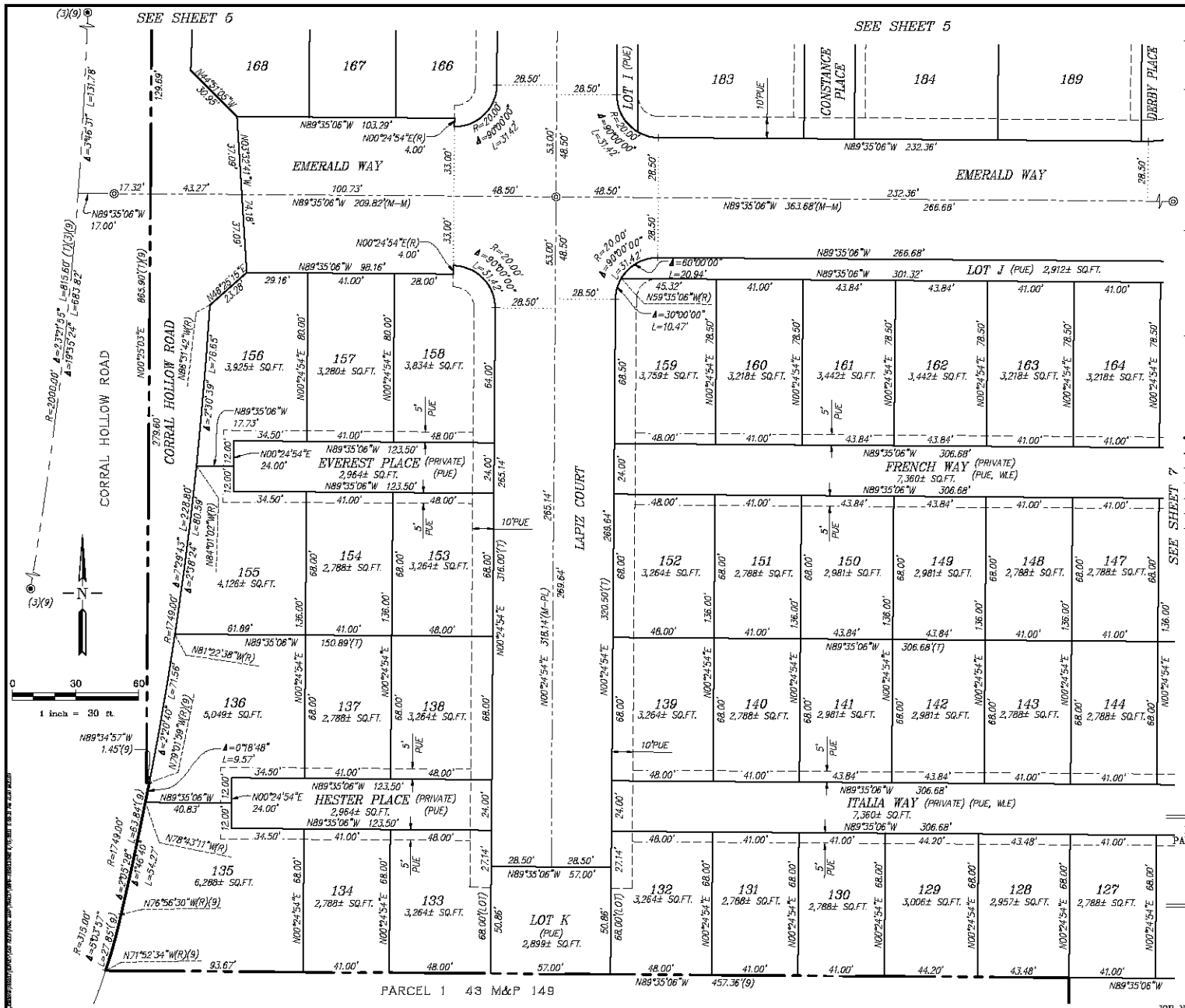
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021



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LEGEND

- TRACT BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- NEW EASEMENT LINE AS NOTED
- EXISTING EASEMENT LINE AS NOTED
- EXISTING LOT LINE
- FOUND MONUMENT, AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
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EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
STDE	SIGHT DISTANCE EASEMENT
WLE	WATER LINE EASEMENT
(R)	RADIAL
(T)	TOTAL
(DATA)(#)	RECORD DATA & REFERENCE

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KT PROPERTY II

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
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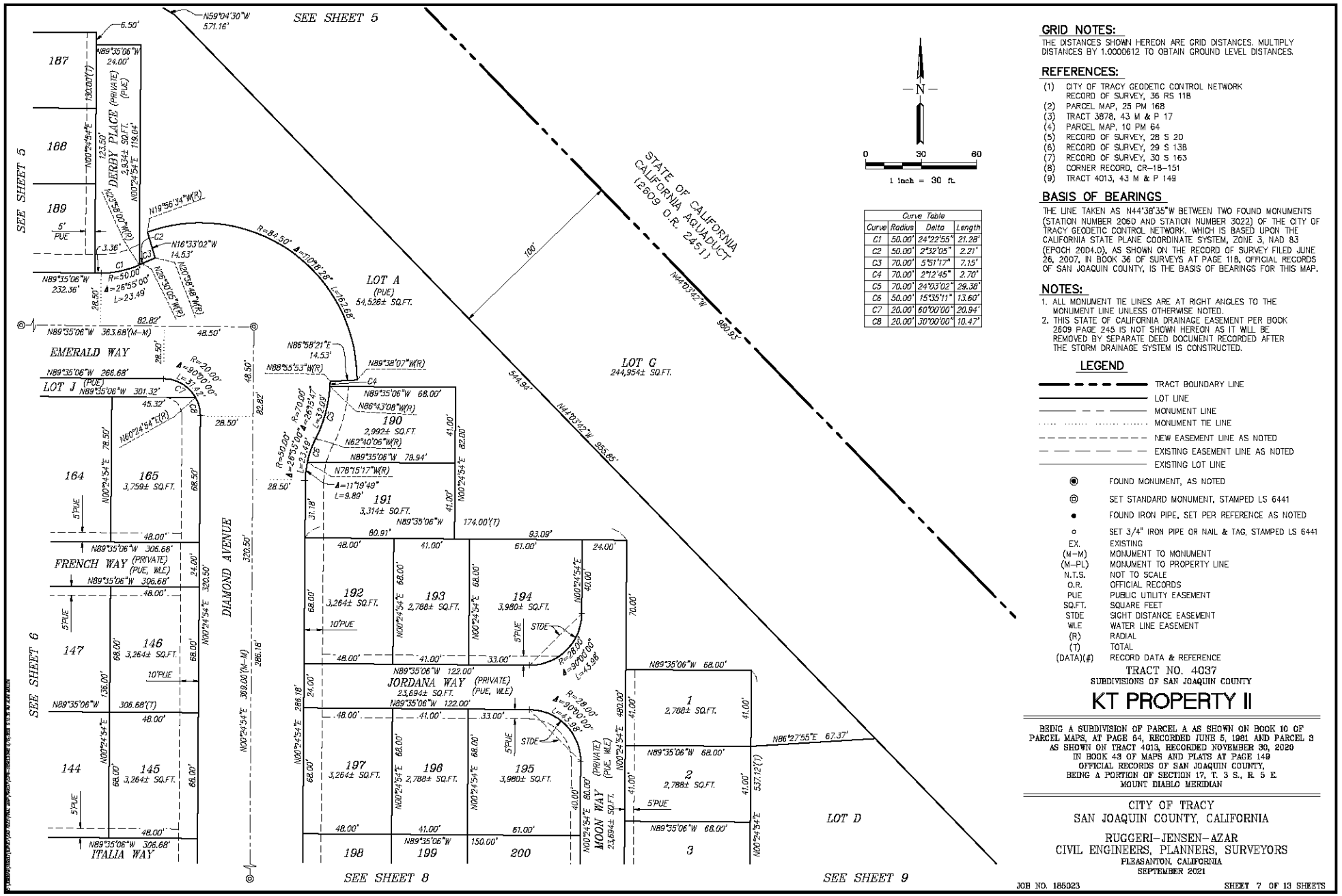
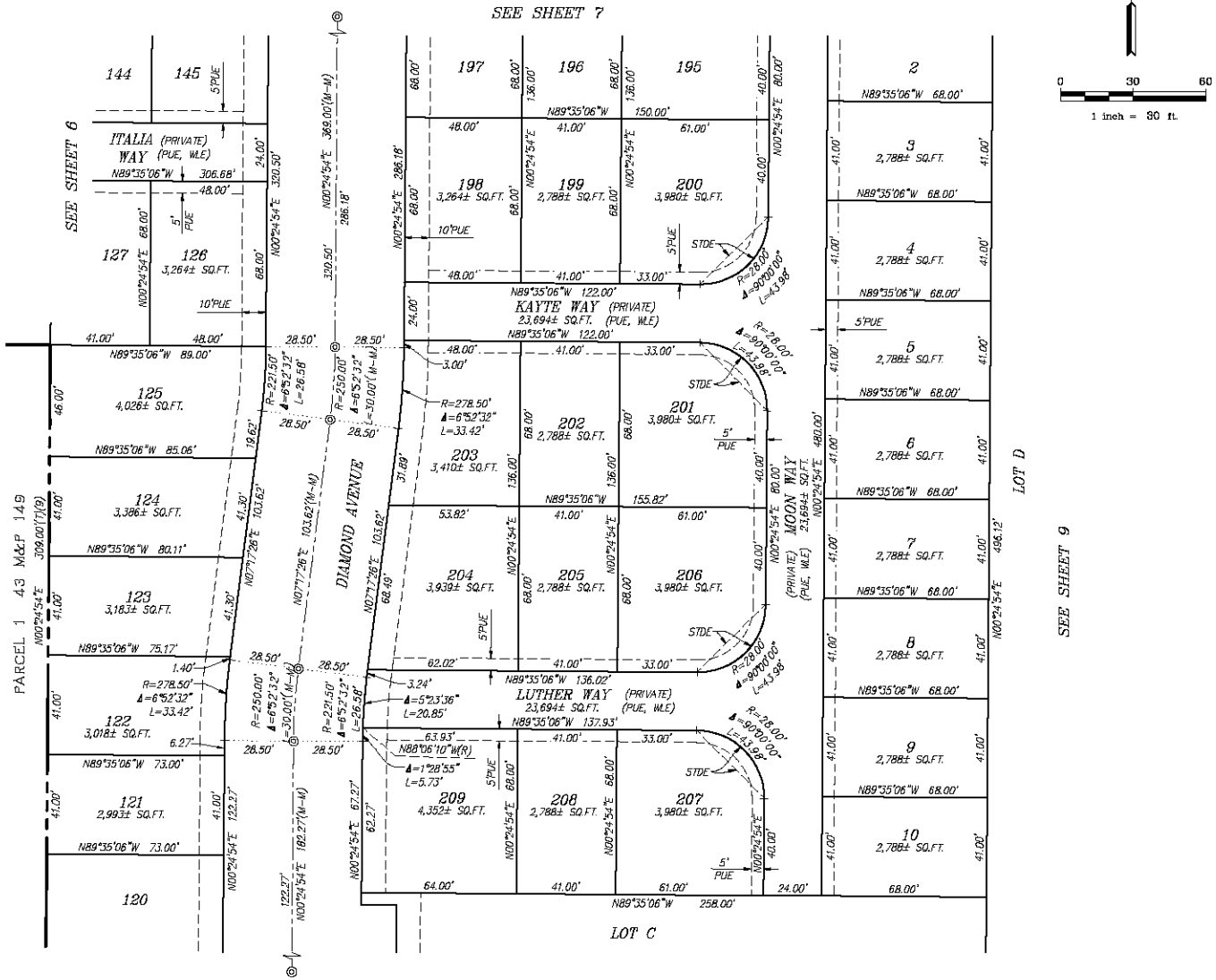
SEPTEMBER 2021


SEE SHEET 5
SEE SHEET 6
SEE SHEET 8
SEE SHEET 9
N59°04'30"W 571.16'
STATE OF CALIFORNIA CALIFORNIA AQUADUCT (2609 O.R. 245)
N44°03'42"W 960.95'
N44°03'42"W 955.85'
544.94'
700'
LOT A (PUE) 54,526± SQ.FT.
LOT G 244,954± SQ.FT.
LOT D
LOT J (PUE)
DERBY PLACE (PRIVATE) (PUE)
EMERALD WAY
FRENCH WAY (PRIVATE) (PUE, WLE)
ITALIA WAY
DIAMOND AVENUE
JORDANA WAY (PRIVATE) (PUE, WLE) 23,694± SQ.FT.
MOON WAY (PRIVATE) (PUE, WLE) 23,694± SQ.FT.
187
188
189
164
165 3,759± SQ.FT.
146 3,264± SQ.FT.
147
144
145 3,264± SQ.FT.
190 2,992± SQ.FT.
191 3,314± SQ.FT.
192 3,264± SQ.FT.
193 2,788± SQ.FT.
194 3,980± SQ.FT.
197 3,264± SQ.FT.
196 2,788± SQ.FT.
195 3,980± SQ.FT.
198
199
200
1 2,788± SQ.FT.
2 2,788± SQ.FT.
3
N89°35'06"W 363.68'(M-M)
N89°35'06"W 266.68'
N89°35'06"W 301.32'
N89°35'06"W 306.68'
N89°35'06"W 306.68'(T)
N89°35'06"W 232.36'
N89°35'06"W 174.00'(T)
N89°35'06"W 122.00'
N89°35'06"W 68.00'
N89°35'06"W 79.94'
N89°35'06"W 150.00'
N86°27'55"E 67.37'
N86°27'55"E 537.12'(T)
N00°24'54"E 369.00'(M-M)
N00°24'54"E 286.18'
N00°24'54"E 320.50'
N00°24'54"E 119.04'
N00°24'54"E 123.50'
N00°24'54"E 480.00'
N00°24'54"E 537.12'(T)
N00°24'54"E 68.50'
N00°24'54"E 78.50'
N00°24'54"E 82.00'
N00°24'54"E 40.00'
N00°24'54"E 80.00'
N00°24'54"E 70.00'
N00°24'54"E 136.00'
N00°24'54"E 68.00'
N00°24'54"E 41.00'
N00°24'54"E 31.18'
N00°24'54"E 28.50'
N00°24'54"E 45.32'
N00°24'54"E 48.50'
N00°24'54"E 82.82'
N00°24'54"E 28.50'
N00°24'54"E 48.50'
N00°24'54"E 24.00'
N00°24'54"E 6.50'
N00°24'54"E 130.00'(T)
N00°24'54"E 123.50'
N00°24'54"E 3.36'
N00°24'54"E 26.50'
N00°24'54"E 14.53'
N00°24'54"E 14.53'
N00°24'54"E 2.70'
N00°24'54"E 29.38'
N00°24'54"E 13.60'
N00°24'54"E 20.94'
N00°24'54"E 10.47'
N00°24'54"E 2.71'
N00°24'54"E 7.15'
N00°24'54"E 2.27'
N00°24'54"E 21.28



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LEGEND

———	TRACT BOUNDARY LINE
———	LOT LINE
——— – – ———	MONUMENT LINE
····· ····· ·····	MONUMENT TIE LINE
– – – – – – – – – –	NEW EASEMENT LINE AS NOTED
– – – – – – – – – –	EXISTING EASEMENT LINE AS NOTED
———	EXISTING LOT LINE
◉	FOUND MONUMENT, AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
•	FOUND IRON PIPE, SET PER REFERENCE AS NOTED
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EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
PUE	PUBLIC UTILITY EASEMENT
SQ.FT.	SQUARE FEET
STDE	SIGHT DISTANCE EASEMENT
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SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
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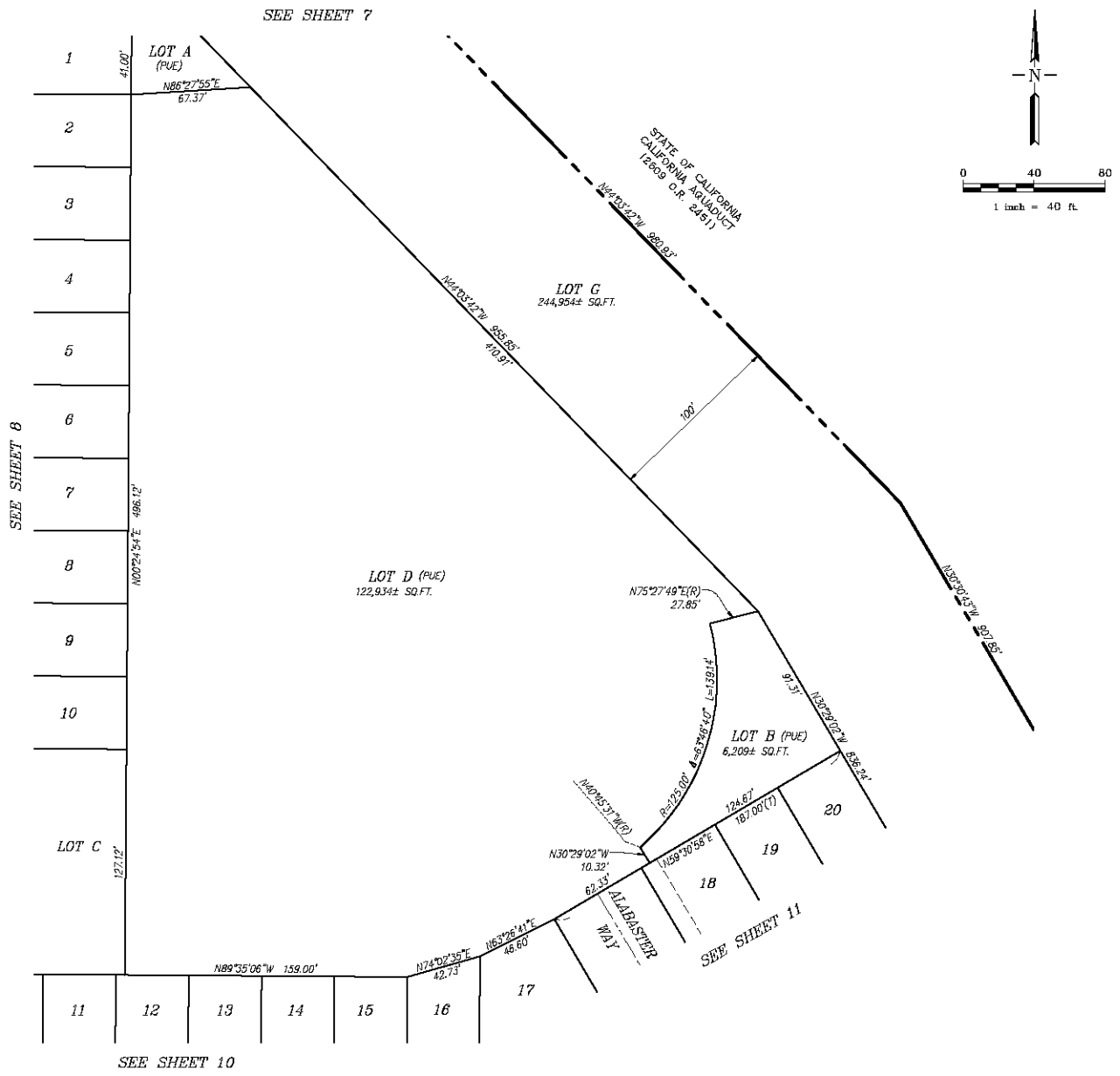
SEPTEMBER 2021



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(9) TRACT 4013, 43 M & P 149

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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.

NOTES:

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LEGEND

- TRACT BOUNDARY LINE
- LOT LINE
- MONUMENT LINE
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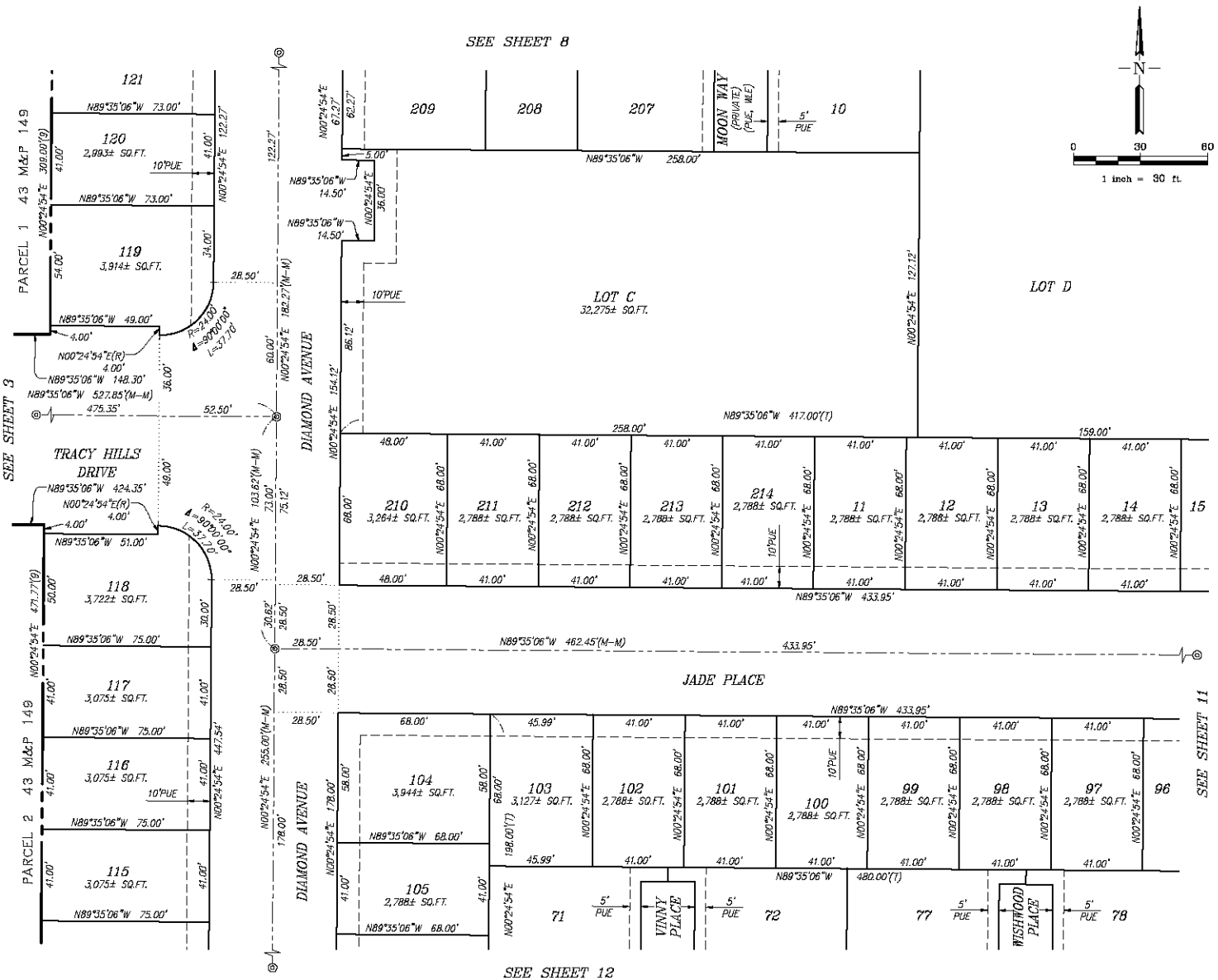
TRACT NO. 4037
SUBDIVISIONS OF SAN JOAQUIN COUNTY

KT PROPERTY II

BEING A SUBDIVISION OF PARCEL A AS SHOWN ON BOOK 10 OF PARCEL MAPS, AT PAGE 64, RECORDED JUNE 5, 1981 AND PARCEL 3 AS SHOWN ON TRACT 4013, RECORDED NOVEMBER 30, 2020 IN BOOK 43 OF MAPS AND PLATS AT PAGE 149 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 17, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021



GRID NOTES:

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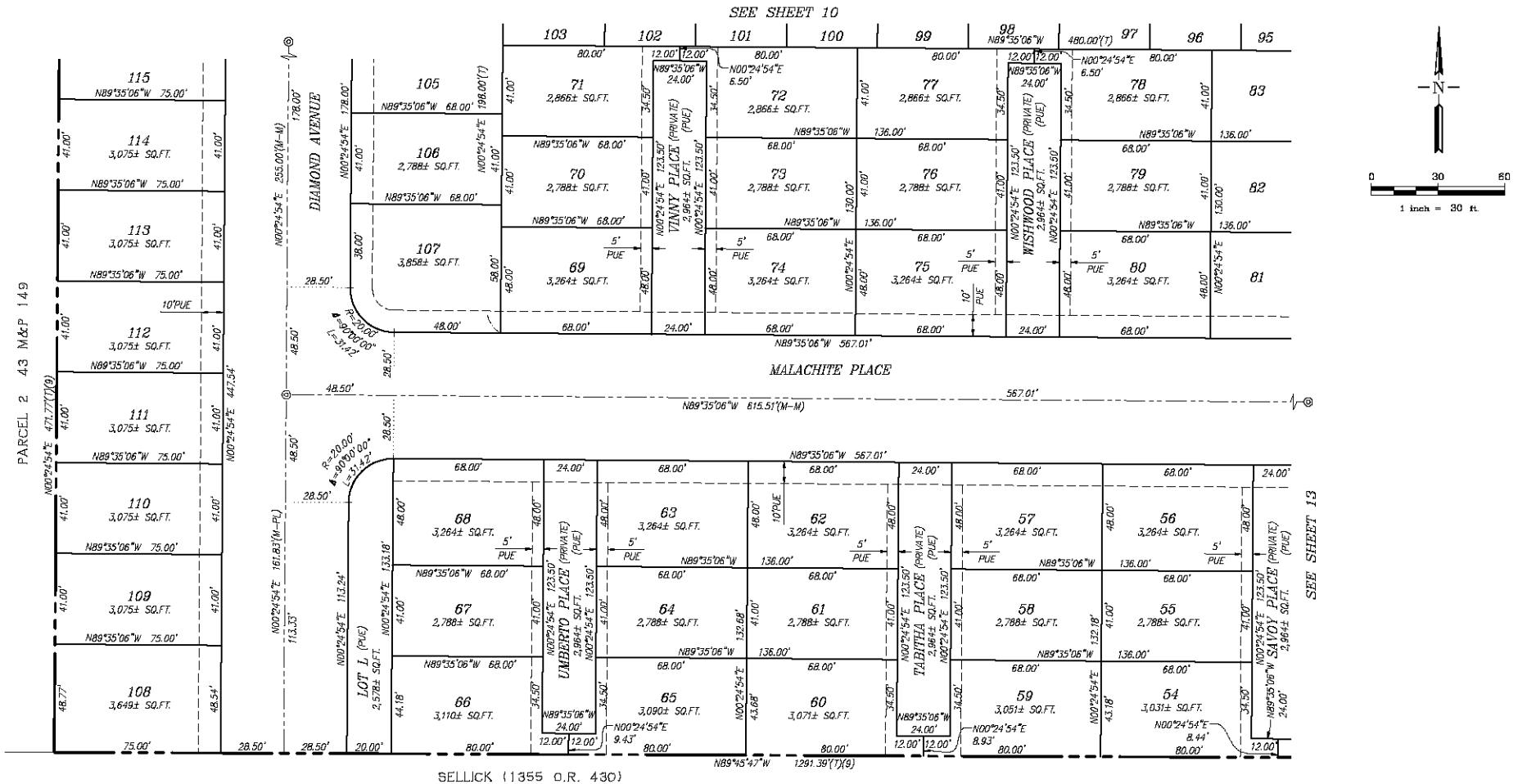
JOB NO. 185023



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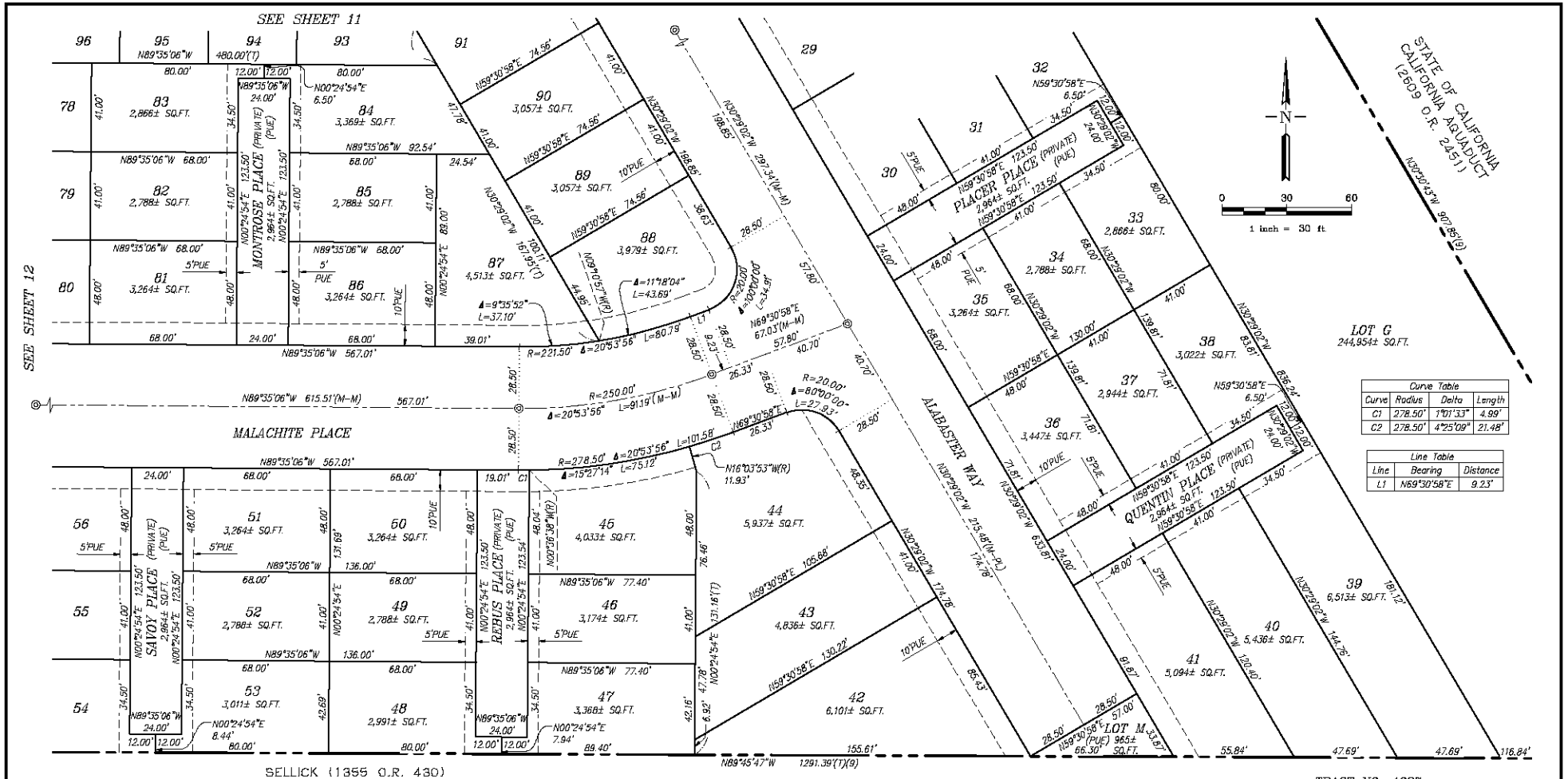

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2021

JOB NO. 185023

Recording Requested By:

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

Doc #: 2021-198711
12/01/2021 02:24:46 PM
Page: 1 of 48 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: CITY OF TRACY

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 4037 - KT Property II

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public and private improvements within the real property more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Property**"), said Property comprising the subject Final Subdivision Map for Tract 4037- KT Property II.

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project, processed under Application No. TSM20-0002 and approved by Resolution No. 2020-189 ("**Tentative Map**"). The Tentative Map includes 214 single-family residential lots, two commercial parcels, linear park parcel, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by a Homeowners Association, on approximately 45.3 acres located in the Tracy Hills Specific Plan Area, east side of Corral Hollow road 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 4037- KT Property II, consisting of the 214 single-family residential lots and other aforementioned parcels (but excluding the two commercial parcels) located on approximately 36.1 acres within the boundaries of the Tentative Map ("**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 ("**Approved Plans and Specifications**") include: forty (40) sheets of improvement plans entitled "Improvement Plans, KT Property Tract 4037, Tracy Hills", prepared by Ruggeri-Jensen-Azar; twenty (20) sheets of sewer pump station plans entitled "Tracy Hills KT Property, Sewer Pump Station", prepared by Schaaf & Wheeler and Fehr Engineering; four (4) sheets of joint trench plans entitled "Joint Trench Composite, Tracy Hills, Hillview", prepared by O'Dell Engineering; and four (4) sheets of street lighting plans entitled "Street Light Plans, Tracy Hills, Hillview", prepared by O'Dell Engineering.

F. In furtherance of the satisfaction of the Conditions of Approval, landscape improvement plans and specifications which describe in detail the landscape and irrigation improvements in the parkway strips, median islands and HOA common areas within and adjacent to the public streets shown on the Final Subdivision Map have been prepared on behalf of the Developer and are under review by the City Engineer. The plans and specifications under review include twenty-three (23) sheets of landscape construction plans, entitled "Hillview Public Parkway Landscape Improvement Plans, Tracy Hills KT Property, Tract 4037", and twenty-six (26) sheets of landscape construction plans, entitled "Hillview Common Area Landscape Improvement Plans, Tracy Hills KT Property, Tract 4037", both prepared by FORMA ("**Submitted Plans and Specifications**" or "**Additional Work**").

G. Developer shall not commence with construction of the Additional Work until such time as the City Engineer completes the review and formally approves the Submitted Plans and Specifications. Upon the formal approval by the City Engineer, the Submitted Plans and Specifications shall be incorporated into and made part of this Agreement to the same extent and the same effect as if fully and originally set forth herein as part of the Approved Plans and Specifications.

H. 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 Approved Plans and Specifications, the Submitted Plans and

Specifications as ultimately approved by the City Engineer, 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 **$4,469,400.00** 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 **$4,469,400.00** 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 **$446,940.00** 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 **$38,750.00** 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 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, Inc. 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 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.

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

City of Tracy

Nancy D. Young

Nancy D. Young, Mayor

Date: 11-3-2021

Approved by City Council on 10/19/2021
by Resolution No. 2021-150

Attest:

By: Adrianne Richardson, City Clerk

Approved As To Form:

By: Leticia Ramirez, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, INC.
a California corporation

By: Bridgit Koller
Title: Vice President

Date: 10/4/2021

Federal Employer Tax ID No. 93-1223261

Exhibits

A: Legal Description of Property (Recital A)
B: Tentative Map Conditions of Approval (Recital C)

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 16, 2021, before me, C. Leon, 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

C. LEON
Notary Public - California
Contra Costa County
Commission # 2243141
My Comm. Expires Jun 15, 2022

(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

Steven S Benson

By: Steven S. Benson
Title: Manager
Date: 10·4·21

CONSENT TO RECORDATION
CITY OF TRACY – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 4037

STATE OF ARIZONA}

COUNTY OF MARICOPA}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona, on this day personally appeared Steven S. Benson, Manager of AGWIP Asset Management, an Arizona limited liability company, Authorized Agent of AG Essential Housing CA 1, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (✓)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 19 day of November, 2021.

Jaime Marie Adams

Notary's Signature

Notary Public State of Arizona
Maricopa County
Jaime Marie Adams
My Commission Expires 07/01/2025
Commission Number 607030

Jaime Marie Adams

Name typed or printed

07/01/2025

Commission Expires

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 San Joaquin

On November 3, 2021 (Date) before me, Adrianne D. Richardson, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Nancy D. Young (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.

ADRIANNE D. RICHARDSON
Notary Public - California
San Joaquin County
Commission # 2352849
My Comm. Expires Mar 24, 2025

Place Notary Seal and/or Stamp Above

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

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 4037 - KT Property II - Lennar Homes

Document Date: November 3, 2021 Resolution 2021-150 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young	Signer's Name: _____
■ Corporate Officer – Title(s): _____	■ Corporate Officer – Title(s): _____
■ Partner – ■ Limited ■ General	■ Partner – ■ Limited ■ General
■ Individual ■ Attorney in Fact	■ Individual ■ Attorney in Fact
■ Trustee ■ Guardian or Conservator	■ Trustee ■ Guardian or Conservator
■ Other: Mayor	■ Other: _____
Signer is Representing: City of Tracy	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Parcel A as shown on the Parcel Map recorded on June 5, 1981, in Book 10 of Parcel Maps, at Page 64, Official Records of San Joaquin County, and Parcel 3 as shown on the map of Tract No. 4013, recorded on November 30, 2020, in Book 43 of Maps and Plats, at Page 149, Official Records of San Joaquin County.

Containing 36.13 acres, more or less.

EXHIBIT "B"
CONDITIONS OF APPROVAL

Conditions of Approval for Tracy Hills KT Project
Vesting Tentative Subdivision Map
Application Number TSM20-0002
November 10, 2020

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills KT Project, Application Number TSM20-0002, including approximately 214 single-family residential lots, a linear park, a retention basin, an HOA recreation area, and two commercial parcels.

Property: The property consists of approximately 45.1 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of or annexation into one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of or annexation into CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. **Definitions; Abbreviations.**

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared for the Tracy Hills KT Project consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0002), which was received by

the Development Services Department on September 18, 2020 and approved by the City Council on _____, 2020, unless modified by these Conditions.

6. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

"Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

"Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Tracy Hills KT Project property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall, at its expense, form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall

deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to ten model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded

against the entire Tracy Hills KT Project property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

a. CFD. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), Subdivider shall, at its sole expense, form or annex into a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

8. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

9. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

10. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which stipulates that prior to

issuance of a building permit (except for up to ten model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to ten model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.

b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report and Addendum to the Subsequent Environmental Impact Report dated February 2020 ("EIR")*

c) *Tracy Hills KT Update Traffic Study,* prepared by Kimley-Horn and Associates, dated September 9, 2020, and any updates or amendments thereto ("Traffic Study").

d) *Tracy Hills KT Property Sanitary Sewer Study Technical Memorandum* prepared by Carollo, dated February 21, 2020 ("*Sanitary Sewer Study*").

e) *Tracy Hills Water Study Technical Memorandum* prepared by West Yost Associates, dated November 8, 2019 ("*Water Study*").

f) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated July 2019 and reviewed by Stormwater Consulting, Inc. as outlined in the memo dated January 6, 2020 ("*Storm Drainage Study*")

g) *Citywide Water System Master Plan prepared by West Yost Associates,* dated December 2012.

h) *Plan Line Study – Corral Hollow Road prepared by Ruggeri-Jensen-Azar* ("*Corral Hollow Road Plan Line*").

i) Any Finance Implementation Plan ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills KT Property Vesting Tentative Subdivision Map, Application No. TSM20-0002.

j) *Amendment to the Tracy Hills Specific Plan for the KT Project,* approved by City Council by Resolution No. 2020-___, dated _____, ___, 2020.

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed, completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer. For the purpose of these Conditions of Approval, Final Maps filed solely for financing purposes only, and no permits will be requested pursuant to such final map, then the requirements listed in these Conditions of Approval shall not apply to the final map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to approval of the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Site Grading

C.2.2.1 Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4 If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5 If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent

agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to storm drainage easement or to public streets. If overland release is intended to be onto DWR property adjacent to the Project, Subdivider shall submit to the City documentation from DWR approving such discharge overland release onto DWR property as required by the City Engineer.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Study and City Regulations.

C.2.4.4 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging

effects of pollutants to water quality may also be implemented.

C.2.4.5 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.6 Storm drainage Retention Basin shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

C.2.4.7 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 The Subdivider shall design and construct the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project per City Standards and Sanitary Sewer Study. This Pump Station shall be constructed on land to be dedicated by Subdivider, as approved and required by the City. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance. Maintenance of the SSPS shall be included in the Community Facilities District (CFD) to be established for the Project.

C.2.5.3 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed above are completed and functional, as determined by the City Engineer.

C.2.5.4 Subdivider shall pay impact fees at the time of issuance of building permit. In addition, the Subdivider shall pre-pay impact fees for wastewater treatment for all remaining residential lots no later than one year after issuance of first building permit for production home.

C.2.5.5 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.6 Subdivider shall coordinate with Utilities Department and Public Works Department for determining the access, parking, security fencing, lighting and other related improvements at the Sanitary Sewer Pump Station. The requirements identified shall be incorporated into the design of the SSPS for review and approval by the City Engineer.

C.2.5.7 Parcel "B" (Sanitary Sewer Lift Station) access road shall be paved with structural section per City standards adequate to support maintenance vehicles accessing the Retention basin and the SSPS.

C.2.6. Water Distribution System

C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements) shall be designed and installed per City Regulations.

C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshal and the City Engineer, and obtain a letter from the Fire Marshal that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4 Subdivider shall install Recycled Water mains in Street "D" required to serve the Project.

Initially, the 8-in Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled Water system network is online the 8-in Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure-reducing valves at the location approved by the City Engineer. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.7 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshal. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshal for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct on-site and frontage roadway improvements to serve the Project as identified in the Traffic Study and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26,

2012, pursuant to Resolution No. 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements including traffic signal modifications at Tracy Hills Road / Corral Hollow Road for buildout requirements.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary / interim improvements are not eligible for fee credits or reimbursements.

C.2.7.3 Abandonment of Right-of way on Corral Hollow Road

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C.2.7.4. Corral Hollow Road Improvements

The Subdivider shall design and construct the Corral Hollow Road Improvements in accordance with the Traffic Study, Corral Hollow Road Plan Line and City Regulations.

The improvements will include, but are not limited to, construction of asphalt concrete pavement, traffic signal modifications, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities

improvements that are required to serve the Project based on the phasing plan approved by the City Engineer.

Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

C.2.7.5. Corral Hollow Road Improvements for Residential Units

Prior to issuance of final inspection or occupancy of Model Homes and residential units, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: One left turn, one right turn and one through lane.
2. Northbound: One left turn, one right turn and one through lane.
3. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicting this geometry for review. The layouts must show the ultimate layout as well.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

b. Corral Hollow Road/Street A (RIRO Driveway):

1. Northbound: One right turn lane to separate through traffic from right turning vehicles.
2. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

3. Westbound: one right turn lane exiting the development.

C.2.7.6. Corral Hollow Road Improvements for Commercial Parcels

Prior to issuance of final occupancy of for any buildings on the Commercial parcels, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: Two left turns, one right turn, and one through lane.
2. Northbound: Two left turns, one right turn, and one through lane.
3. Westbound: One through, one left, and one right turn lane.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

C.2.7.7. Fee Credits and/or reimbursements for eligible costs of improvements beyond Project's frontage obligation per the CRTMP, will be determined based on the improvement plans to be approved by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements and are the sole responsibility of the Subdivider.

C.2.7.8. Pavement Repaving/ Overlay on Corral Hollow Road

Subdivided shall pay its fair share of $50,000 towards the estimated cost of r repaving/ overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer.

C.2.7.9 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the

necessary improvement security before approval of the first Final Map within the Project.

C.2.7.10 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP including landscape improvements behind the curb) that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.11 Traffic Control Plan

Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.12 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.13 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the applicable mitigation measures as outlined in the Traffic Study.

C.2.7.14 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Tracy Hills Drive, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to

connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signal. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.15 Bus shelter and turnout on Corral Hollow Road

The bus shelter and turnout on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.16 Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.17 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshal shall be provided at the dead-end streets.

C.2.7.18 In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct all the in-tract streets based on cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map and Tracy Hills Specific Plan.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

C.2.7.19 Emergency/ Utility Vehicles Access at Street "C" and Street "E" Intersection: Access at this intersection shall be limited to emergency/utility vehicles only by the installation of turf blocks with vegetation designed to withstand vehicle loads as required by the City Engineer. The access shall be designed with either lockable bollards or gate with knox-box control as determined by the Fire Marshal and the City Engineer. The maintenance and replacement costs for the access area including sidewalk, rolled curb, turb blocks and access control shall be the responsibility of the HOA , or estimated costs as acceptable to the City shall incorporated into the CFD.

C.2.7.20 For all phases of the Project, the Subdivider shall install sidewalk to provide pedestrian circulation connecting the subdivisions sidewalks to the CH sidewalk and to the Corral Hollow Road/ Tracy Hills Road Intersection. Crosswalks on Corral Hollow Road to provide pedestrian access to the Tracy Hills Phase 1a subdivision should be provided. Timing and design of pedestrian access shall be as determined by the City Engineer based on the Phasing Plan.

C.2.7.21 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.22 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. Public Utility Easements

C.2.8.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries and on the west side of Corral hollow Road within the Project frontage shall be removed or undergrounded.

C.2.8.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.8.3 Public Utility Easements on sideyard lots shall be adjusted/ eliminated in final neighborhood designs based on actual joint trench design requirements.

C.2.8.4 The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivided shall submit documentation that DWR will quitclaim the easement prior to City's acceptance of the Retention Basin. All costs of the process for the quitclaim shall be borne by the Subdivider.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of

Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above, plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Phasing Plan and Deferred Improvement Agreement

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps. Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.8. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.8.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.8.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.8.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.8.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.9. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.10. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.11. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.12. Subdivider has submitted signed and stamped Improvement Plans.

C.3.13. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.14. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form

and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permit

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution No. 2014-059.

C.4.1.4. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions

C.5.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution No. 2014-010) as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report, these Conditions of Approval, and the Settlement Agreement per C1.1.k above.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.5.5. The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all

actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall pay for the future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

Attachment F

October 19, 2021

AGENDA ITEM 1.M

REQUEST

APPROVE THE DEFERRED IMPROVEMENT AGREEMENT FOR TRACY HILLS - KT, TRACT 4037, AND AUTHORIZE THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Lennar Homes of California, a California corporation (Developer) has requested that the construction of certain improvements required under the Conditions of Approval for the Vesting Tentative Subdivision Map for Tracy Hills KT Project be deferred to a later date. The Developer has signed the Deferred Improvement Agreement (DIA) to guarantee completion of the Deferred Improvements in accordance with the timeframes set forth in the Conditions of Approval.

DISCUSSION

The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, vacant land to the south, and Corral Hollow Road to the west (Property). Developer is under contract to purchase the Property from the owner, who has consented to Developer recording the DIA.

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM), pursuant to Resolution No. 2020-189. Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval).

The Developer has applied to the City for approval of a final map based upon the approved VTSM and has executed a Subdivision Improvement Agreement for the on-site public and private facilities required to serve said final map. The Developer has posted security to guarantee completion of the improvements triggered with the final map. In accordance with the Conditions of Approval, prior to the City's approval of the first final map within the Project, the Developer is required to execute a Deferred Improvement Agreement by which the Developer agrees to comply with the requirements and complete construction of all remaining public facilities which are required by the Conditions of Approval (collectively, Deferred Improvements). The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due (Attachment B, Exhibit C of the DIA).

The Deferred Improvements consist of improvements and certain other requirements that are not triggered at this time. The times at which these obligations of the Developer need to be satisfied are listed in the Conditions of Approval. The DIA does not change any of the obligations or timing of the improvements specified in the Conditions of Approval. The Deferred Improvements and associated times of completion are summarized in the following table:

SUMMARY OF DEFERRED IMPROVEMENTS			
No.	Condition No.	Description of Improvement	Timing of Completion
1	B.8	Linear Park	18 months following final inspection or occupancy of the first dwelling
2	C.2.7.5	Corral Hollow Road Improvements - between Calif. Aqueduct & CalTrans R/W	Prior to final inspection or occupancy of the first residential unit
3	C.2.7.13	Corral Hollow Road/I-580 EB Ramps	2,588 Peak Hour Trips
4	"	Corral Hollow Road/I-580 WB Ramps	2,588 Peak Hour Trips
5	"	Corral Hollow Road between S. Tracy Hills Road and Golden Leaf Lane	2,588 Peak Hour Trips
6	"	Lammers Road between I-580 and Kimball High School	2,588 Peak Hour Trips
7	"	Corral Hollow Road Bicycle/Ped Facilities	2,588 Peak Hour Trips
8	C.2.7.15	Bus turnouts on Corral Hollow Road	With KT frontage improvements

The Developer executed the DIA to ensure that the Deferred Improvements will be completed in accordance with the times specified in the Conditions of Approval. The DIA requires that the Developer shall submit the required security within 60 days from the approval of the DIA to guarantee completion of improvement.

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Deferred Improvement Agreement for Tracy Hills - KT, Tract 4037, and authorize the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Doug Rodgers, SNG & Associates, Inc.

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

Approved by: Bob Adams, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Deferred Improvement Agreement

RESOLUTION 2021-152

APPROVING THE DEFERRED IMPROVEMENT AGREEMENT FOR TRACY HILLS - KT, TRACT 4037, AND AUTHORIZING THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM), pursuant to Resolution No. 2020-189, and

WHEREAS, Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval) that require the Developer to design and construct certain on-site and off-site improvements connected with the Project, and

WHEREAS, The Developer has applied to the City for approval of a final map based upon the approved VTSM and has executed a Subdivision Improvement Agreement for the on-site public and private facilities required to serve said final map, and

WHEREAS, In accordance with the Conditions of Approval, prior to the City's approval of the first final map within the Project, the Developer is required to execute a Deferred Improvement Agreement (DIA) by which (among other things) the Developer agrees to complete construction of all remaining public facilities which are required by the Conditions of Approval but will not be completed at the time the City Council takes action on the final map, and

WHEREAS, The Developer has requested deferral of certain on-site and off-site public improvements and other requirements (collectively, Deferred Improvements) and has executed the DIA to ensure that the Deferred Improvements will be completed in accordance with the Conditions of Approval, and

WHEREAS, The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due, and

WHEREAS, The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Deferred Improvement Agreement for Tracy Hills - KT, Tract 4037, and authorizes the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2021-152 was passed and adopted by the Tracy City Council on the 19th day of October, 2021, by the following vote:

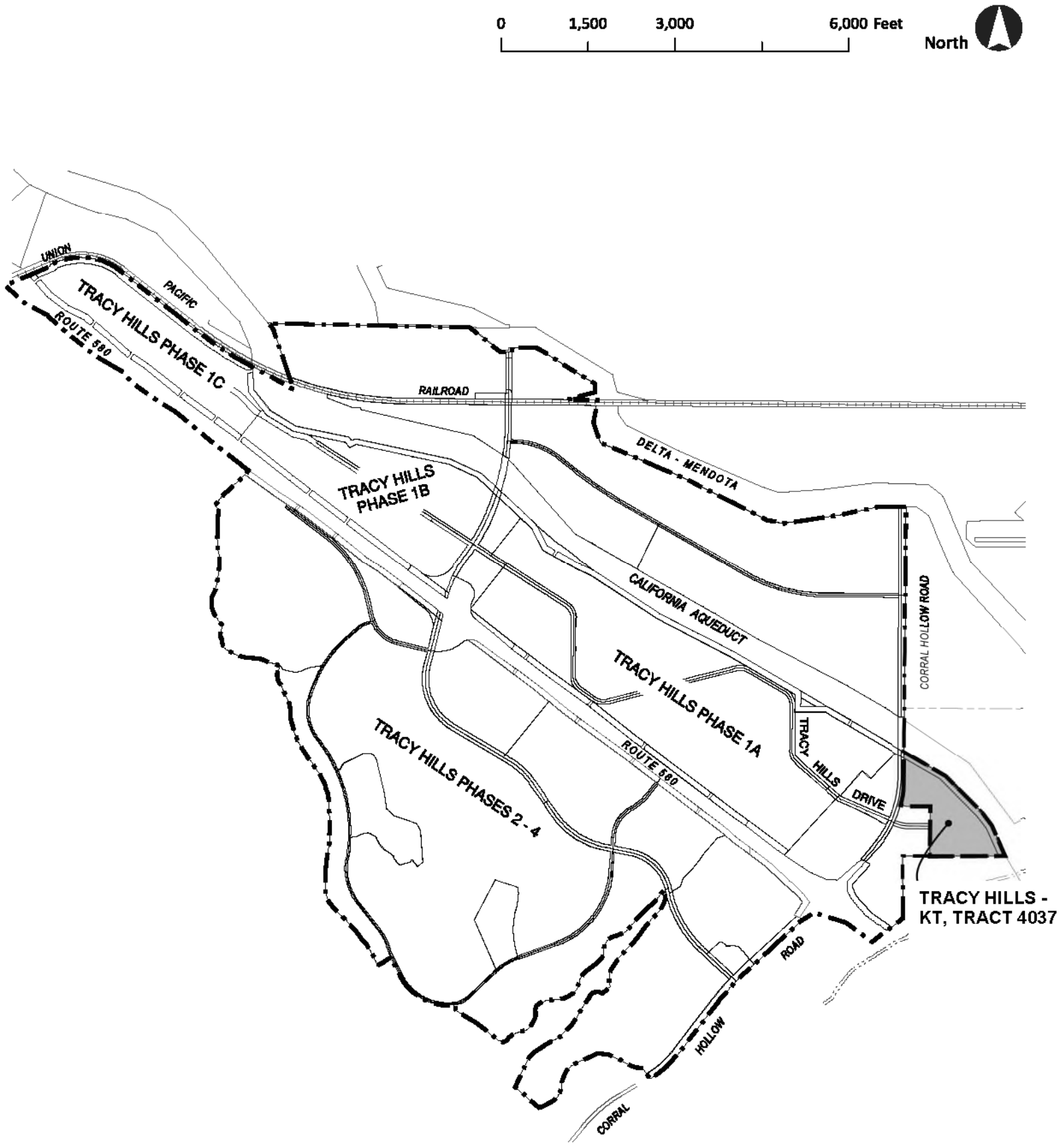
AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

MAYOR

ATTEST:

CITY CLERK

ATTACHMENT A
Location Map



Doc #: 2022-089188
07/25/2022 09:28:32 AM
Page 1 of 50 Fee: $0.00
Steve J. Bestolarides
San Joaquin County Recorder
Paid By:

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: Adrian Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS – KT, TRACT 4037

This **DEFERRED IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City"), and **LENNAR HOMES OF CALIFORNIA, LLC** ("Developer").

RECITALS

A. The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, vacant land to the south, and Corral Hollow Road to the west (hereinafter, the "***Property***") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Developer is under contract to purchase the Property from the owner, who is consenting to Developer recording this Agreement as evidenced below.

B. On April 5, 2016, the Tracy City Council ("***City Council***") adopted the Tracy Hills Specific Plan and approved related land use entitlements under Application Number TSM 16-001 and approved by Resolution 2016-065. On November 10, 2020, the City Council approved a Specific Plan Amendment processed under Application Number SPA20-008, and also approved a Vesting Tentative Subdivision Map processed under Application Number TSM20-0002 and approved by Resolution 2020-189 (the "***Tentative Subdivision Map***"). The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The approval of the Tentative Subdivision Map by the City Council was subject to specified conditions of approval ("***Conditions of Approval***"). The Conditions of Approval are attached hereto as Exhibit "B" and are incorporated herein by reference.

D. The Developer has applied to the City for approval of a final map based upon the approved Tentative Subdivision Map.

E. Certain public improvements and other requirements of the Conditions of Approval will not be completed at the time the City Council acts on Developer's application for the final map. Therefore, Developer has agreed to execute this Agreement to ensure that the public improvements and other requirements which will not be completed when the City Council acts on Developer's final map application (collectively, the "***Deferred Improvements***") will be completed in accordance with the Conditions of Approval for the Tentative Subdivision Map. The Deferred Improvements are described in Exhibit "C", attached hereto and incorporated herein by this reference.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **CONTINUED APPLICABILITY OF CONDITIONS OF APPROVAL TO DEFERRED IMPROVEMENTS.** Except as expressly and specifically modified by this Agreement, all of the requirements of the Conditions of Approval shall continue to apply to the Deferred Improvements after City's approval of the final map and until satisfied to the reasonable satisfaction of the City. In the event of a conflict between the Conditions of Approval and this Agreement, with respect to a Deferred Improvement, the terms and conditions of this Agreement shall prevail.

2. **IMPROVEMENT SECURITY.** Within sixty (60) calendar days from the approval of this Agreement, Developer shall furnish improvement security for the Deferred Improvements, in a form authorized by the Subdivision Map Act (Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080. The scope of Deferred Improvements and the amount of improvement security shall be as determined by the City Engineer. No Final Maps within the boundaries of the Small-Lot Map beyond Final Map for KT Property II (Tract 4037), will be processed by the City until the improvement security pursuant to this section has been submitted to the satisfaction of the City Engineer.

   2.1. Faithful Performance Security in the amount of 100% of the Engineer's Cost Estimate for the Deferred Improvements as approved by the City Engineer to secure faithful performance of this Agreement (until the date when the City Council accepts the Deferred Improvements as complete).

3. **DEFERRAL OF TIME FOR COMPLETION OF DEFERRED IMPROVEMENTS.** The time requirements of the Conditions of Approval notwithstanding, the Developer shall complete the Deferred Improvements according to the time requirements set forth in Exhibit "C" hereto. Time is of the essence in the performance of the Deferred Improvements in compliance with the requirements of Exhibit "C". The Deferred Improvements shall be completed, at the sole expense of the Developer, to the satisfaction of the City Engineer. The Developer shall submit any and all requests for extensions of time to complete the Deferred Improvements, in writing, not later than ten (10) days from Developer's learning of the condition that is the basis for the requested

extension, and in no event later than the date on which completion of the Deferred Improvement(s) is due.

4. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A", and shall bind the Developer and its respective successors and assigns, but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.

5. **NOTICES.**

4.1 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 parties 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: City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	With a copy to: AG Essential Housing CA 4, LP c/o AGWIP Asset Management LLC 8585 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

4.2 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.

6. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all of the parties.

7. **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.

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

9. **INDEMNIFICATION.** Developer shall indemnify, defend and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) resulting from or arising out of the deferral of construction of the Deferred Improvements and the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors or employees.

10. **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 C.)
    C. Deferred Improvements (Recital E.)

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

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

[Signatures on next page]

CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037

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

CITY

CITY OF TRACY,
a municipal corporation

By: Nancy Young
Title: MAYOR

Date: 7/19/2022

Attest:

By: Adrian Richardson
Title: CITY CLERK
Date: 7/19/2022

Approved As To Form:

By: ~~Gregory Rubens~~ Bijal M. Patel
Title: ~~INTERIM~~ CITY ATTORNEY
Date: 7/18/2022

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, LLC

By: Bridgit Koller
Title: VICE PRESIDENT,
FORWARD PLANNING

Date: 3/24/22

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 San Joaquin

On July 19, 2022 (*Date*) before me, Adrianne D. Richardson, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Nancy D. Young (*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.

ADRIANNE D. RICHARDSON
Notary Public - California
San Joaquin County
Commission # 2352849
My Comm. Expires Mar 24, 2025

Place Notary Seal and/or Stamp Above

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

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: Deferred Improvement Agreement - Tracy Hills - KT, Tract 4037 - Lennar Homes

Document Date: 07/19/2022 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young	Signer's Name: _____
■ Corporate Officer – Title(s): _____	■ Corporate Officer – Title(s): _____
■ Partner – ■ Limited ■ General	■ Partner – ■ Limited ■ General
■ Individual ■ Attorney in Fact	■ Individual ■ Attorney in Fact
■ Trustee ■ Guardian or Conservator	■ Trustee ■ Guardian or Conservator
■ Other: Mayor	■ Other: _____
Signer is Representing: City of Tracy	Signer is Representing: _____

©2019 National Notary Association

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 March 24, 2022, before me, C. Leon, 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

C. LEON
Notary Public - California
Contra Costa County
Commission # 2243141
My Comm. Expires Jun 15, 2022

(SEAL)

Consent to Recordation

AG Essential Housing CA 4, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Deferred Improvement Agreement.

AG Essential Housing CA 4 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: 3/25/22

CITY OF TRACY- DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037

Consent to Recordation

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of March, 2022, by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG ESSENTIAL HOUSING CA 4, L.P., a Delaware limited partnership, for and on behalf thereof.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Notary Public

(SEAL)

EXHIBIT A
(Property Description)

EXHIBIT "A"
Property Description

DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - KT, TRACT 4037

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Parcel A as shown on the Parcel Map recorded on June 5, 1981, in Book 10 of Parcel Maps, at Page 64, Official Records of San Joaquin County, and Parcel 3 as shown on the map of Tract No. 4013, recorded on November 30, 2020, in Book 43 of Maps and Plats, at Page 149, Official Records of San Joaquin County.

EXHIBIT B
(Conditions of Approval)

EXHIBIT "B"
Conditions of Approval

Conditions of Approval for Tracy Hills KT Project
Vesting Tentative Subdivision Map
Application Number TSM20-0002
November 10, 2020

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills KT Project, Application Number TSM20-0002, including approximately 214 single-family residential lots, a linear park, a retention basin, an HOA recreation area, and two commercial parcels.

Property: The property consists of approximately 45.1 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of or annexation into one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of or annexation into CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. Definitions; Abbreviations.

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared for the Tracy Hills KT Project consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0002), which was received by

the Development Services Department on September 18, 2020 and approved by the City Council on _____, 2020, unless modified by these Conditions.

6. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

"Public landscaping maintenance costs" include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at "prevailing wages," as that term is used in Section 1771 of the California Labor Code.

"Public landscaping" includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Tracy Hills KT Project property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall, at its expense, form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall

deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to ten model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded

against the entire Tracy Hills KT Project property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

a. CFD. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), Subdivider shall, at its sole expense, form or annex into a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.

8. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

9. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

10. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which stipulates that prior to

issuance of a building permit (except for up to ten model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to ten model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan,* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.

b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report and Addendum to the Subsequent Environmental Impact Report dated February 2020 ("EIR")*

c) *Tracy Hills KT Update Traffic Study,* prepared by Kimley-Horn and Associates, dated September 9, 2020, and any updates or amendments thereto ("Traffic Study").

d) *Tracy Hills KT Property Sanitary Sewer Study Technical Memorandum* prepared by Carollo, dated February 21, 2020 ("*Sanitary Sewer Study*").

e) *Tracy Hills Water Study Technical Memorandum* prepared by West Yost Associates, dated November 8, 2019 ("*Water Study*").

f) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated July 2019 and reviewed by Stormwater Consulting, Inc. as outlined in the memo dated January 6, 2020 ("*Storm Drainage Study*")

g) *Citywide Water System Master Plan prepared by West Yost Associates,* dated December 2012.

h) *Plan Line Study – Corral Hollow Road prepared by Ruggeri-Jensen-Azar* ("*Corral Hollow Road Plan Line*").

i) Any Finance Implementation Plan ("FIP"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills KT Property Vesting Tentative Subdivision Map, Application No. TSM20-0002.

j) Amendment to the Tracy Hills Specific Plan for the KT Project, approved by City Council by Resolution No. 2020-___, dated _____, ___, 2020.

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed, completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer. For the purpose of these Conditions of Approval, Final Maps filed solely for financing purposes only, and no permits will be requested pursuant to such final map, then the requirements listed in these Conditions of Approval shall not apply to the final map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to approval of the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Site Grading

C.2.2.1 Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4 If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5 If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent

agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to storm drainage easement or to public streets. If overland release is intended to be onto DWR property adjacent to the Project, Subdivider shall submit to the City documentation from DWR approving such discharge overland release onto DWR property as required by the City Engineer.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Study and City Regulations.

C.2.4.4 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging

effects of pollutants to water quality may also be implemented.

C.2.4.5 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.6 Storm drainage Retention Basin shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

C.2.4.7 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 The Subdivider shall design and construct the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project per City Standards and Sanitary Sewer Study. This Pump Station shall be constructed on land to be dedicated by Subdivider, as approved and required by the City. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance. Maintenance of the SSPS shall be included in the Community Facilities District (CFD) to be established for the Project.

C.2.5.3 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed above are completed and functional, as determined by the City Engineer.

C.2.5.4 Subdivider shall pay impact fees at the time of issuance of building permit. In addition, the Subdivider shall pre-pay impact fees for wastewater treatment for all remaining residential lots no later than one year after issuance of first building permit for production home.

C.2.5.5 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.6 Subdivider shall coordinate with Utilities Department and Public Works Department for determining the access, parking, security fencing, lighting and other related improvements at the Sanitary Sewer Pump Station. The requirements identified shall be incorporated into the design of the SSPS for review and approval by the City Engineer.

C.2.5.7 Parcel "B" (Sanitary Sewer Lift Station) access road shall be paved with structural section per City standards adequate to support maintenance vehicles accessing the Retention basin and the SSPS.

C.2.6. Water Distribution System

C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements) shall be designed and installed per City Regulations.

C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshal and the City Engineer, and obtain a letter from the Fire Marshal that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.

C.2.6.4 Subdivider shall install Recycled Water mains in Street "D" required to serve the Project.

Initially, the 8-in Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled Water system network is online the 8-in Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

C.2.6.5 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.

C.2.6.6 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure-reducing valves at the location approved by the City Engineer. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.7 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshal. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshal for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct on-site and frontage roadway improvements to serve the Project as identified in the Traffic Study and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26,

2012, pursuant to Resolution No. 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements including traffic signal modifications at Tracy Hills Road / Corral Hollow Road for buildout requirements.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary / interim improvements are not eligible for fee credits or reimbursements.

C.2.7.3 Abandonment of Right-of way on Corral Hollow Road

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C.2.7.4. Corral Hollow Road Improvements

The Subdivider shall design and construct the Corral Hollow Road Improvements in accordance with the Traffic Study, Corral Hollow Road Plan Line and City Regulations.

The improvements will include, but are not limited to, construction of asphalt concrete pavement, traffic signal modifications, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities

improvements that are required to serve the Project based on the phasing plan approved by the City Engineer.

Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

C.2.7.5. Corral Hollow Road Improvements for Residential Units

Prior to issuance of final inspection or occupancy of Model Homes and residential units, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: One left turn, one right turn and one through lane.
2. Northbound: One left turn, one right turn and one through lane.
3. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicting this geometry for review. The layouts must show the ultimate layout as well.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

b. Corral Hollow Road/Street A (RIRO Driveway):

1. Northbound: One right turn lane to separate through traffic from right turning vehicles.
2. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

3. Westbound: one right turn lane exiting the development.

C.2.7.6. Corral Hollow Road Improvements for Commercial Parcels

Prior to issuance of final occupancy of for any buildings on the Commercial parcels, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: Two left turns, one right turn, and one through lane.
2. Northbound: Two left turns, one right turn, and one through lane.
3. Westbound: One through, one left, and one right turn lane.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

C.2.7.7. Fee Credits and/or reimbursements for eligible costs of improvements beyond Project's frontage obligation per the CRTMP, will be determined based on the improvement plans to be approved by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements and are the sole responsibility of the Subdivider.

C.2.7.8. Pavement Repaving/ Overlay on Corral Hollow Road

Subdivided shall pay its fair share of $50,000 towards the estimated cost of r repaving/ overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer.

C.2.7.9 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the

necessary improvement security before approval of the first Final Map within the Project.

C.2.7.10 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP including landscape improvements behind the curb) that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.11 Traffic Control Plan

Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.12 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.13 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the applicable mitigation measures as outlined in the Traffic Study.

C.2.7.14 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Tracy Hills Drive, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to

connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signal. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.15 Bus shelter and turnout on Corral Hollow Road

The bus shelter and turnout on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.16 Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.17 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshal shall be provided at the dead-end streets.

C.2.7.18 In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct all the in-tract streets based on cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map and Tracy Hills Specific Plan.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

C.2.7.19 Emergency/ Utility Vehicles Access at Street "C" and Street "E" Intersection: Access at this intersection shall be limited to emergency/utility vehicles only by the installation of turf blocks with vegetation designed to withstand vehicle loads as required by the City Engineer. The access shall be designed with either lockable bollards or gate with knox-box control as determined by the Fire Marshal and the City Engineer. The maintenance and replacement costs for the access area including sidewalk, rolled curb, turb blocks and access control shall be the responsibility of the HOA , or estimated costs as acceptable to the City shall incorporated into the CFD.

C.2.7.20 For all phases of the Project, the Subdivider shall install sidewalk to provide pedestrian circulation connecting the subdivisions sidewalks to the CH sidewalk and to the Corral Hollow Road/ Tracy Hills Road Intersection. Crosswalks on Corral Hollow Road to provide pedestrian access to the Tracy Hills Phase 1a subdivision should be provided. Timing and design of pedestrian access shall be as determined by the City Engineer based on the Phasing Plan.

C.2.7.21 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.22 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. Public Utility Easements

C.2.8.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries and on the west side of Corral hollow Road within the Project frontage shall be removed or undergrounded.

C.2.8.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.8.3 Public Utility Easements on sideyard lots shall be adjusted/ eliminated in final neighborhood designs based on actual joint trench design requirements.

C.2.8.4 The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivided shall submit documentation that DWR will quitclaim the easement prior to City's acceptance of the Retention Basin. All costs of the process for the quitclaim shall be borne by the Subdivider.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of

Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above, plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Phasing Plan and Deferred Improvement Agreement

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps. Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.8. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.8.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).

C.3.8.2 Labor & Material (100% of the estimated cost of constructing the public facilities).

C.3.8.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.8.4 Monumentation ($750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.9. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.10. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.11. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.12. Subdivider has submitted signed and stamped Improvement Plans.

C.3.13. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.14. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form

and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permit

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.

C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution No. 2014-059.

C.4.1.4. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions

C.5.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution No. 2014-010) as these relate to the Project and as required by these Conditions of Approval.

C.5.2. Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report, these Conditions of Approval, and the Settlement Agreement per C1.1.k above.

C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.

C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.5.5. The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all

actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. The CFD or HOA shall pay for the future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT C

(Deferred Improvements)

DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - KT, TRACT 4037

I. Work: Time for Commencement and Performance

The Work described in this Exhibit "C" (hereinafter "Deferred Improvements") shall be completed within the timelines as specified in this Exhibit "C" of this Agreement. Applicable Conditions of Approval included in this Exhibit "C" refer to the Conditions of Approval for Vesting Tentative Subdivision Map TSM20-0003 attached hereto as Exhibit "B". The City shall have no obligation to construct or completed the Deferred Improvements.

II. Description of Work

A. Parks (Condition No. B.8)

Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

B. Abandonment of Right-of way on Corral Hollow Road (Condition No. C.2.7.3)

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents. Vacation shall be recorded prior to City's acceptance of Corral Hollow Road improvements as complete.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C. Corral Hollow Road Improvements for Residential Units (Condition No. C.2.7.5)

Prior to final inspection or occupancy of the first residential unit, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

1. Corral Hollow Road/Tracy Hills Drive/ Street D:

    a. Southbound: One left turn, one right turn and one through lane.

b. Northbound: One left turn, one right turn and one through lane.

c. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicting this geometry for review. The layouts must show the ultimate layout as well.

d. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.

e. Signal timing: Modified signal timing plans for AM and PM and school midday.

f. Add signal poles and curb/sidewalk as required.

2. Corral Hollow Road/Street A (RIRO Driveway):

a. Northbound: One right turn lane to separate through traffic from right turning vehicles.

b. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

c. Westbound: one right turn lane exiting the development.

D. Traffic Mitigation Measures (Condition No. C.2.7.13)

The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the following applicable mitigation measures as outlined in the Traffic Study.

1. MM 4.13-5a:

a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

2. MM 4.13-5b:

a. Corral Hollow Road between S. Tracy Hills Road and Golden Leaf Lane, and Lammers Road between I-580 and Kimball High School.
Implementation Trigger: 2,588 Peak Hour Trips

b. Corral Hollow Road between I-580 and just north of Linne Road.
Implementation Trigger: 2,588 Peak Hour Trips

3. MM 4.13-6a:

a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

4. MM 4.13-15g:

a. Corral Hollow Road Bicycle/Pedestrian Facilities
Implementation Trigger: 2,588 Peak Hour Trips

E. Bus shelters and turnouts on Corral Hollow Road (Condition No. C.2.7.15)

Two (2) bus shelters and turnouts on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelters. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for two (2) bus shelters on Corral Hollow Road prior to final inspection or occupancy of first residential unit.

F. DWR Easement Quitclaim (Condition No. C,2.8.4)

The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivider shall record the quitclaim of the DWR easement prior to City's acceptance of the retention basin for maintenance. All costs of the process for the quitclaim shall be borne by the Subdivider.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

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(1) APPROVING THE SUBDIVISION IMPROVEMENT AGREEMENT (SIA) BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC, FOR THE PUBLIC PARK IMPROVEMENTS KNOWN AS THE HILLVIEW PUBLIC PARK (ALSO KNOWN AS THE RAYMOND P. MORELOS JR. PARK), LOCATED WITHIN AN APPROXIMATELY 4.07-ACRE AREA COMPRISED OF LOTS A AND D (SEE ATTACHMENT B) ON THE FINAL SUBDIVISION MAP FOR TRACT 4037 – KT PROPERTY II; AND (2) AUTHORIZING THE CITY CLERK TO RECORD THE SIA WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills KT Project (Project) and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for KT Property, Tract 4037, processed under Application No. TSM20-0002 and approved by Resolution No. 2020-189 (Tentative Map); and

WHEREAS, the City Council approve the Subdivision Improvement Agreement (SIA) (see Attachment A) for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park) improvements; and

WHEREAS, Condition of Approval B.8 of the Tentative Map requires that the construction of the Hillview Public Park be completed by the Developer and accepted by the City Council within 18 months following the final inspection or occupancy of the first dwelling unit (excluding up to 10 model homes) within the boundaries of the Tentative Map; and

WHEREAS, on October 19, 2021, the City Council approved the Final Map for Tract 4037 – KT Property II, which map was recorded in San Joaquin County Records; and

WHEREAS, as various Conditions of Approval required under the Tentative Map had not been completed, including the Hillview Public Park, the City Council also approved, concurrently with the Final Map for the Project, an SIA for landscaping improvements on Tract 4084 as well as a Deferred Improvement Agreement (DIA) for the Hillview Public Park and the other outstanding Conditions of Approval; and

WHEREAS, staff is analyzing the status of the outstanding Conditions of Approval that are required to be completed by this Project, and upon completion of that analysis, anticipates returning to the City Council with additional actions related to these outstanding Conditions of Approval; and

WHEREAS, the City's Building Official has confirmed that final inspection or occupancy of the first dwelling (except for up to ten model homes) occurred on October 17, 2022; and

WHEREAS, per the Condition of Approval, the Hillview Public Park shall be completed and accepted by the City by April 2024; and

WHEREAS, given the foregoing facts, the trigger of the 18 months likely will occur prior to Developer's completion of the Hillview Public Park and the Developer will not be permitted to continue construction when such trigger hits until the park has been completed and accepted by the City Council; and

WHEREAS, improvement plans, landscape plans and specifications, which describe in detail the Hillview Public Park improvements required under the SIA, were prepared at the request of the Developer and have been approved by the City Engineer, and are on file with the City Engineer under Tracking No. ENG22-0001; and

WHEREAS, the Developer has executed the SIA and has submitted the required security to guarantee the completion of the required improvements; and

WHEREAS, upon submission of the improvement security, payment of engineering review fees, and City's execution of the SIA, Developer shall be entitled to receive neighborhood park development impact fee credits for all 214 lots within the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the Subdivision Improvement Agreement) between the City and Lennar Homes of California, LLC, for the public park improvements known as the Hillview Public Park (also known as the Raymond P. Morelos Jr. Park), located within an approximately 4.07-acre area comprised of Lots A and D (see Attachment B) on the Final Subdivision Map for Tract 4037 – KT Property II; and be it further

RESOLVED: That the City Council here by authorizes the City Clerk to record the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder; and be it further

RESOLVED: That an Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016; and the Tracy Hills Hillview Public Park improvements are within the scope of the development evaluated by the existing EIR; and therefore, no further environmental review is required for the project under California Environmental Quality Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of September 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

September 19, 2023

Agenda Item 3.A

RECOMMENDATION

The Planning Commission recommends that the City Council conduct a public hearing and, upon conclusion, adopt a resolution:

(1) Approving a General Plan Map Amendment from Office to Commercial for an approximately 1.97-acre site, located at 2605 N. Corral Hollow Road, Assessor's Parcel Number 214-020-09 (Application Number GPA22-0004);

(2) Approving a Development Review Permit for a four-story, 78-guest-room hotel development (Tru By Hilton), located at 2605 N. Corral Hollow Road, APN 214-020-09 (Application Number D22-0018); and

(3) Adopting a Mitigated Negative Declaration for the General Plan Amendment and Development Review Permit Tru By Hilton Hotel Project in accordance with the California Environmental Quality Act.

The applicant is Andy Kotecha for RAAD Hospitality Group.

EXECUTIVE SUMMARY

This agenda item is to consider a General Plan amendment and Development Review Permit for the development of a 78-room, four-story hotel at 2605 N. Corral Hollow Road, north of and adjacent to the Home2 Suites Hotel at the northwest corner of Grant Line Road and Corral Hollow Road. The project includes a General Plan map amendment for the site (from Office to Commercial) and a Development Review Permit for the design and construction of the hotel and site. On August 9, 2023, the Planning Commission considered this item and, after deliberation, recommended that the City Council approve the project.

BACKGROUND

The subject property was annexed to the City in 1988 as part of the Kuden Annexation, when the site and neighboring properties contained single-family homes and nearby Corral Hollow and Grant Line Roads were two-lane County roads. Upon annexation, the site was designated Commercial by the City's General Plan. By 2005, the Kaiser Medical Office Building (2185 W. Grant Line Road) and a Sutter Medical Office Building (2151 W. Grant Line Road, now Community Medical Center) had been constructed in the immediate vicinity. In order to capitalize on the synergies of nearby medical and other business offices and supporting development, the City designated this area (on both sides of Grant Line Road, west of Corral Hollow Road) Office in the City's General Plan. The Office designation provides for business and medical offices and other commercial land uses (retail, restaurants, etc.) as supports for office uses.

In 2017, the Tracy City Council redesignated the adjacent, approximately two-acre site at the northwest corner of Grant Line Road and Corral Road as Commercial to accommodate the development of the existing Home2 Suites Hotel. The Home2 Suites Hotel was completed in 2020.

The proposed Tru By Hilton site (adjacent to the north of the Home2 Suites Hotel) (Attachment A) is currently vacant. In order to build on the strong market response of the Home2 Suites Hotel, the Hotel's owner/operator secured an interest in the neighboring parcel to the north and submitted the current application to construct a Tru By Hilton Hotel.

The project includes a General Plan amendment which is a legislative act requiring City Council consideration. Therefore, in accordance with Tracy Municipal Code (TMC) Section 10.08.3950(a), the Development Review Permit is a Tier 1 Application, also requiring City Council consideration following review and recommendation by the Planning Commission.

ANALYSIS

Project Description

The proposal is to develop a four-story, 78-room hotel with an outdoor pool, off-street parking, landscaping, and related site improvements. Attachment B, the plan set, contains the proposed site plan, floor plans, exterior elevations, and a preliminary landscape plan. The ground floor of the hotel will contain approximately 10,340 square feet; each of the upper three floors will contain approximately 9,950 square feet; the four-story building will contain a total of approximately 40,190 square feet of floor area. The project includes 80 vehicle parking spaces and seven bicycle parking spaces.

The approximately 1.97-acre site is located adjacent to the north side of the existing Home2 Suites Hotel at the northwest corner of Grant Line Road and Corral Hollow Road.

A single-family home neighborhood is across Corral Hollow Road to the east of the site. The nearest homes are approximately 250 feet from the proposed hotel building. The top of the tallest parapet walls of the building will be approximately 49 feet tall. By comparison, the top of the tower element of the adjacent Home2 Suites Hotel is approximately 60 feet tall. While the proposed hotel will be nearby and in direct view of the homes, no hotel bedroom windows are on the east end of the building facing the residential neighborhood. The fourth-floor windows on the north side of the building are approximately 35 feet above the ground level, consistent with the windows' height of the adjacent Home2 Suites Hotel.

The site will not have direct vehicular access to Corral Hollow Road. Instead, as indicated on the site plan in Attachment B, vehicular access to the site is proposed through two, two-way driveway connections with the adjacent Home2 Suites site to the south: one on the east end of the site near Corral Hollow Road, and the other on the west end. Vehicular access to the Home2 Suites site is obtained directly from either south-bound Corral Hollow Road or west-bound Grant Line Road. Future access points, identified on the site plan, will also be designed to provide opportunities for connections with properties adjacent to the north and to the west. Access easements will be recorded to ensure that customers, employees, deliveries, and other traffic will be able to travel unrestricted through the sites.

The western portion of the site, approximately one-third acre, is not proposed for development at this time. Development of that portion of the site will be subject to regulations in place at the time development is proposed. Until the future development area is improved, it will be secured with decorative rock, similar to the vacant, adjacent portion of the Home2 Suites site, or other treatment to control dust or other undesirable maintenance concerns. This future development area could accommodate a small office or other commercial building or a future expansion of an existing building. The future development area is adjacent to an approximately one-half acre

vacant property to the south, and vacant property to the north. Development of this site could be combined with one or more of the adjacent properties for parking, circulation, utilities, or other elements.

The guest rooms range in size from approximately 250 square feet to approximately 415 square feet for the largest accessible rooms. In addition to an outdoor pool on the north side of the hotel building, the first floor will contain a fitness center, dining area, and customer lounge/work area.

The proposed building exterior includes various colors, two textures of painted stucco, and stone veneer highlighting portions of the first floor of the building. Varying vertical planes on all four building sides and decorative color elements on the south face of the building add to its interest and appearance. The porte-cochere on the south side of the building contains a substantial fascia and columns to help give it a rich, solid feel. Overall, the architecture includes reasonable design elements to achieve consistency with the City's Design Goals and Standards, summarized below.

Site landscaping is designed to meet City standards including 20 percent of the parking area in landscaping and 40 percent in canopy tree coverage.

General Plan Amendment

The General Plan designation of the site is Office. The Office designation was established for this site and its vicinity with a City-wide General Plan update in 2006, with a focus of providing for medical, business, and professional offices and related uses.

Hotels are not allowed within the Office General Plan designation. However, due to this site's direct exposure and access to two major arterial streets, proximity to Interstate 205, and surrounding (existing and permitted) land uses, such as restaurants and other commercial uses, the project site is well suited for a hotel use. Therefore, in addition to the Development Review Permit application, the project includes a request to amend the General Plan designation of the site from Office to Commercial. Attachment C contains the existing and proposed General Plan Map designations. Hotels are an allowed use within the Commercial General Plan designation. Professional, administrative, business, and medical offices are also allowed in the Commercial General Plan designation.

The zoning of the project site is General Highway Commercial (GHC). The GHC Zone is consistent with the Commercial General Plan designation, permits hotels, and therefore, is not requested to be changed.

Consistency with General Plan Policies and City Standards

As evidenced in the analysis above, this proposed design meets the City's objectives for high quality design as required by the Tracy General Plan and the City of Tracy Design Goals and Standards, including the following:

General Plan Community Character Element
Goal CC-1 *Superior design quality throughout Tracy.*
Objective CC-1.1 *Preserve and enhance Tracy's unique character and "hometown feel" through high-quality urban design.*
Policy P3. *All new development and redevelopment shall adhere to the basic*

principles of high-quality urban design, architecture and landscape architecture including, but not limited to, human-scaled design, pedestrian-orientation, interconnectivity of street layout, siting buildings to hold corners, entryways, focal points and landmarks.

Goal CC-7 *High quality architecture, site planning and landscaping in the I-205 Regional Commercial Area.*

Objective CC-7.1 *Ensure that future development in the I-205 Regional Commercial Area enhances its attractiveness and provides multi-modal access.*

Policy P4. *Building architecture in the I-205 Regional Commercial Area shall be of the highest quality.*

Design Goals and Standards

Site Planning & Design

GOAL 1. *To integrate automobile, pedestrian, and alternative travel methods into site planning for optimal results for both the consumer and the business owner.*

Architecture

GOAL 1. *To promote well designed structures through attention to rich architectural details.*

GOAL 2. *To meet or exceed the highest quality design offered by projects having corporate identity.*

Landscape

GOAL 2. *To maximize and balance landscape areas throughout each site.*

Findings

In accordance with Tracy Municipal Code Section 10.08.3920, the following findings are required, upon approving a Development Review Permit:

(a) That the proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and

(b) That the proposal conforms to this chapter, the General Plan, any applicable specific plan, the Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

Planning Commission recommends that the City Council make the requisite findings for this project based on the evidence in the record, including, without limitation, the following:

(a) The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposed project would develop a vacant site that has good access, visibility, and proximity to supportive uses such as restaurants and to the I-205 Freeway for regional travelers. The proposed building and landscaped parking area meet the City's objectives for high quality design. The proposed building is architecturally interesting in that it has significant recesses and popouts, and it has incorporated a number of horizontal and vertical changes through its use of color and stone in the façade, which give the building interest and dimension. The porte-cochere highlights the building entry and provides visual interest at the building front pedestrian level. The architectural theme is present on all four sides of

the building, and rooftop equipment will be hidden from view behind building parapets. Through-circulation is provided throughout the site, and the parking area will connect to adjacent commercial sites and allow cross-traffic without requiring access onto public rights-of-way. In furtherance of the City's landscaping goals, a significant amount of landscaping, including a variety of canopy and accent trees, is proposed throughout the parking area, on the site's perimeter, and around the building.

(b) The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the City Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, because the proposed development will comply with all applicable City and State regulations for building design and construction, off-street parking and circulation, and landscaping design.

Planning Commission Recommendation

The Planning Commission conducted a public hearing to consider the project on August 9, 2023. During that meeting, the Planning Commission had two vacant positions, resulting in only three members on the Commission. The project applicant and architect addressed the Commission in favor of the project. No other testimony was presented. Following discussion of the project, two Commissioners voted in favor, referring to the findings above, and one voted against, expressing concern that the City did not conduct greater public outreach than the normal noticing requirements regarding the proposal to change the General Plan designation of the 1.97-acre site from Office to Commercial.

FISCAL IMPACT

This agenda item does not request any expenditure of funds. The applicant paid the application processing fees established by the City Council and entered into a cost recovery agreement to pay for the City's storm drain, wastewater, water, roadway, and CEQA consultants. The applicant will pay applicable grading, building, development impact, and other construction permit fees upon commencement of project improvements.

PUBLIC OUTREACH / INTEREST

This item was noticed in the local newspaper and public hearing notices were delivered to San Joaquin County Community Development and Public Works Departments, San Joaquin Council of Governments, San Joaquin Valley Air Pollution Control District, Pacific Gas and Electric, posted at the Tracy Branch Library and San Joaquin County Clerk's office, and mailed to owners of property within 300 feet of the subject site. The Tracy Press published an article on July 21, 2023, highlighting the invitation for public input and the then-upcoming August 9, 2023 Planning Commission meeting on the project. The Tracy Press published another article on August 11, 2023, describing the outcome of the August 9, 2023 Planning Commission meeting.

COORDINATION

This development application was reviewed by multiple City Departments, the South San Joaquin County Fire Authority, Tracy Delta Disposal, and the Air Pollution Control District as part of the City's normal application review process. This staff report was prepared by the Development Services Department Planning Division.

CEQA DETERMINATION

The City's environmental consultant, De Novo Planning Group, prepared an Initial Study (Attachment D) in accordance with the California Environmental Quality Act (CEQA). The analysis included the City's traffic, water, storm, and wastewater studies and an independent noise analysis. Substantial supporting evidence contained in the Initial Study demonstrates the Project will not have a significant effect on the environment. Various potentially significant environmental impacts were identified stemming from development of the proposed hotel. However, mitigation measures were identified for each of the potentially significant impacts that would, upon implementation, reduce the impacts to levels of insignificance. Therefore, in accordance with CEQA Guidelines Section 15074, a Mitigated Negative Declaration (MND) is proposed for adoption, attached as part of Attachment D.

STRATEGIC PLAN

This is a routine development application that does not directly relate to the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

The Planning Commission recommends that the City Council adopt a resolution:

(1) Approving a General Plan Map amendment from Office to Commercial for an approximately 1.97-acre site, located at 2605 N. Corral Hollow Road, Assessor's Parcel Number 214-020-09 (Application Number GPA22-0004);

(2) Approving a Development Review Permit for a four-story, 78-guest-room hotel development (Tru By Hilton), located at 2605 N. Corral Hollow Road, APN 214-020-09 (Application Number D22-0018); and

(3) Adopting a Mitigated Negative Declaration for the General Plan Amendment and Development Review Permit Tru By Hilton Hotel project in accordance with the California Environmental Quality Act.

Prepared by: Alan Bell, Senior Planner

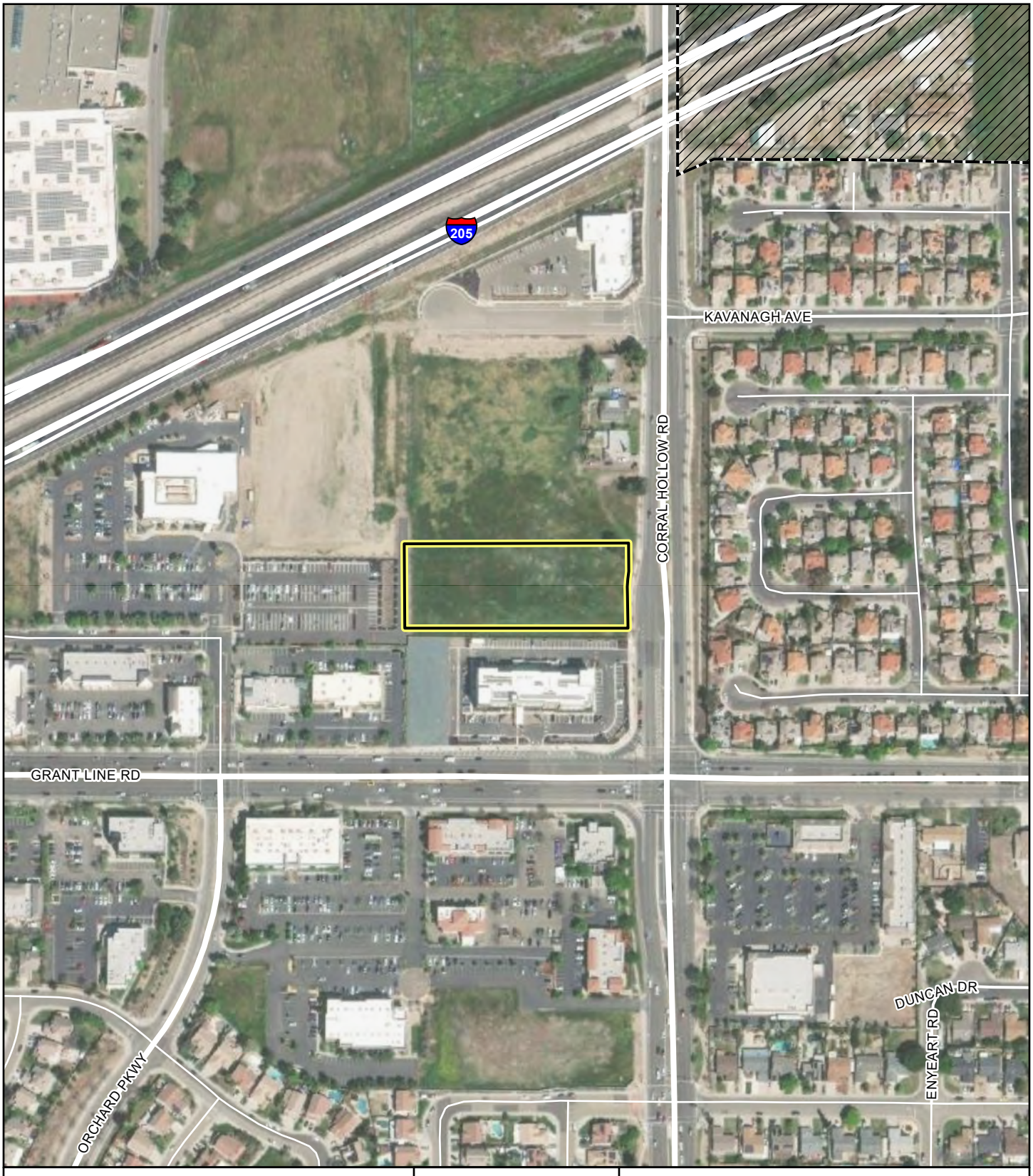
Reviewed by: Bill Dean, Assistant Development Services Director
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Project Vicinity Map
Attachment B – Plan Set, including site plan, floor plans, exterior elevations, color renderings, preliminary landscape plan
Attachment C – Existing and Proposed General Plan Map Designations of the Site
Attachment D – Mitigated Negative Declaration/Initial Study

Attachment A



LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI

N

0 100 200

Feet

Tracy TRU by Hilton Project

Aerial View of Project Site

Sources: San Joaquin County GIS. ArcGIS Online World Imagery Map Service(10/12/2022).
Map date: October 12, 2022.

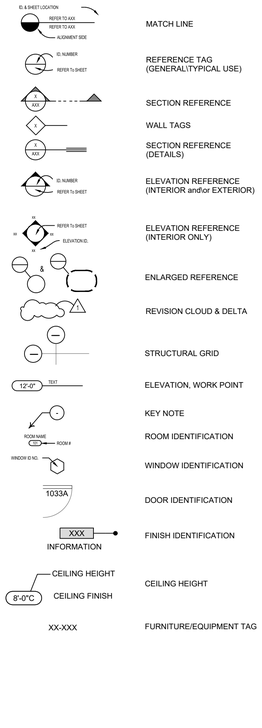
De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

RECEIVED
March 20, 2023
City of Tracy
Development Services

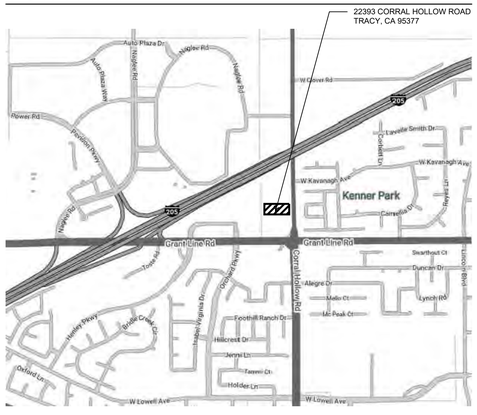
TRU BY HILTON

22393 CORRAL HOLLOW ROAD
TRACY, CA, 95377

INDEX OF DRAWING SYMBOLS



VICINITY MAP



GUEST ROOM COUNT BREAKDOWN

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR		NOTES:
KING	1	13	13	13	40	56% KING
DOUBLE QUEEN	4	9	9	9	31	44% QUEEN
ACCESSIBLE KING	1	1	1	1	4	
ACCESSIBLE DOUBLE QUEEN	-	1	1	1	3	
TOTAL	6	24	24	24	78	

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

PROJECT SCOPE:

PROPOSED DEVELOPMENT ON A 1.96 ACRE PROPERTY TO INCLUDE A NEW 4-STORY TRU BY HILTON HOTEL, CONTAINING 78 GUESTROOMS, AN OUTDOOR POOL, AND FITNESS CENTER AND WITH LIMITED FOOD AND BEVERAGE SERVICE. SITE DESIGN TO INCLUDE 80 PARKING STALLS, AND VEHICULAR AND PEDESTRIAN CONNECTIONS TO ADJACENT SITES.

A GENERAL PLAN MAP AMENDMENT FROM OFFICE TO COMMERCIAL IS REQUIRED.

DEFERRED SUBMITTAL LIST:

THE GENERAL CONTRACTOR SHALL SUBMIT THE DEFERRED DOCUMENTS TO THE ARCHITECT, BUILDING, FIRE AND PLANNING DEPARTMENTS FOR REVIEW PRIOR TO INSTALLATION, AS APPLICABLE. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEFERRED SUBMITTALS.

THE ENGINEER(S) RESPONSIBLE FOR THE DESIGN OF THE DEFERRED SUBMITTAL ITEMS SHALL STAMP AND WET-SIGN THOSE DRAWINGS AND CALCULATIONS FOR WHICH HE IS RESPONSIBLE.

1. EXTERIOR SIGNAGE
2. SOLAR CANOPY CARPORTS
3. FIRE SPRINKLERS PROTECTION SYSTEM
4. UNDERGROUND WATER SUPPLY TO PRIVATE FIRE SERVICE MAIN
5. SUPERVISING STATION FIRE ALARM SYSTEM

PROJECT TEAM:

ARCHITECT
RED INC. ARCHITECTS
1217 J STREET
MODESTO, CA 95354
OFFICE: (209) 522-8900
CONTACT: DAVID BURKETT
EMAIL: david@redincarchitects.com

DEVELOPER
RAAD HOSPITALITY GROUP
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TRACY, CA 95377
OFFICE: (209) 407-4663
CONTACT: ANAND 'ANDY' KOTECHA
EMAIL: anandkotecha@gmail.com

CIVIL ENGINEER
MCR ENGINEERING INC.
1242 DUPONT CT.
MANTECA, CA 95336
OFFICE: (209) 239-6229
CONTACT: SHAWN SAMANIEGO
EMAIL: shawn@mcreng.com

LIGHTING DESIGN
COMMERCIAL LIGHTING INDUSTRIES
81161 INDIO BOULEVARD
INDIO, CA 95354
OFFICE: (800) 755-0155
CONTACT: KAZ HALZOVICH
EMAIL: pcontois@commercial-lighting.net

LANDSCAPE ARCHITECT
SAM HARNED LANDSCAPE ARCHITECTURE
P.O. BOX 2275
OAKDALE, CA 95361
OFFICE: (209) 380-7376
CONTACT: SAM HARNED
EMAIL: sam@harnedla.com

INDEX OF DRAWINGS

ARCHITECTURAL:

A000	COVER SHEET
A001	SITE CONTEXT MAP
A002	SITE CONTEXT PHOTOS
A003	STREET VIEWS
A100	OVERALL SITE PLAN
A200	OVERALL FLOOR PLANS
A201	TYPICAL ROOMS
A300	OVERALL ROOF PLAN
A400	EXTERIOR ELEVATIONS
A401	EXTERIOR ELEVATIONS

CIVIL:

C1	PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN

LANDSCAPING:

L1	PRELIMINARY LANDSCAPE PLAN

LIGHTING DESIGN:

LDE-1	LIGHTING PLAN & PHOTOMETRIC DRAWING

PROJECT INFORMATION

BUILDING DATA:		
TRU BY HILTON:		
MAIN LEVEL	10,340 S.F.	
2ND FLOOR	9,950 S.F.	
3RD FLOOR	9,950 S.F.	
4TH FLOOR	9,950 S.F.	
TOTAL BUILDING AREA	40,190 S.F.	
BUILDING HEIGHT AT ROOF DECK:	43'-7"	
BUILDING HEIGHT AT PARAPET:	48'-9"	1
NUMBER OF STORIES:	4	
PARKING ANALYSIS:		
PARKING REQUIRED:		
GUESTROOMS (78 x 1):	78	
STAFF:	01	
TOTAL	79	
CAL GREEN REQUIREMENTS:		
CLEAN AIR VEHICLE SPACES (PER CGBSC 5.106.5.2):	12	
EV CHARGING SPACES (PER CGBSC 5.106.5.3.3):	09	
VAN ACCESSIBLE SPACES:	01	
STANDARD ACCESSIBLE SPACES: (PER CBC 11B-228.3.2.1)	01	
PARKING PROVIDED:		
STANDARD SPACES:	55	
PARALLEL SPACES	02	
CLEAN AIR VEHICLES (PER CGBSC 5.106.5.2):	07	
EV CHARGING SPACES (CGBSC 5.106.5.3.3):	04	
COMPACT SPACES:	18	
CLEAN AIR VEHICLES (PER CGBSC 5.106.5.2):	05	
EV CHARGING SPACES (CGBSC 5.106.5.3.3):	03	
ACCESSIBLE SPACES:	05	
VAN ACCESSIBLE:	02	
EV CHARGING VAN ACCESSIBLE SPACE:	01	
EV CHARGING STANDARD SPACE:	01	1 1
TOTAL PARKING SPACES PROVIDED	80	
BIKE PARKING ANALYSIS:		
BIKE PARKING REQUIRED:		
SHORT-TERM (80 x 5%):	04	
LONG-TERM (MINIMUM OF 1):	01	
TOTAL	05	
BIKE PARKING PROVIDED:		
SHORT-TERM:	06	
LONG-TERM:	01	
TOTAL	07	
SITE DATA:		
SITE LOCATION:	22393 S. CORRAL HOLLOW ROAD TRACY, CA 95377	
SITE AREA:	85,731 SQ. FT. OR 1.96 ACRES	
CURRENT DEVELOPMENT:	70,586 SQ. FT. OR 1.62 ACRES	
FUTURE DEVELOPMENT:	15,145 SQ. FT. OR 0.34 ACRES (EXCLUDED FROM BELOW CALCS)	
LANDSCAPING:	17,908 SQ. FT. OR 25%	
PARKING OVERHANG:	1,684 SQ. FT. OR 1% OF LANDSCAPE AREA	
HARDSCAPING:	42,338 SQ. FT. OR 60%	
BUILDING FOOTPRINT:	10,340 SQ. FT. OR 15%	
CURRENT ZONING:	GHC	
CURRENT GENERAL PLAN MAP:	OFFICE	2 1
FUTURE GENERAL PLAN MAP:	COMMERCIAL	
APN:	214-020-090	
JURISDICTION:	CITY OF TRACY	
CONSTRUCTION TYPE:	V-A	
OCCUPANCY TYPE:	SERVICE HOSPITALITY R1, S2, B, A2	
APPLICABLE CODES:	2019 C.B.C., C.P.C., C.M.C, C.E.C, C.F.C, C.G.C, AND ALL APPLICABLE STATE AND LOCAL REQUIREMENTS	

Attachment B

RED INC ARCHITECTS
1217 J STREET
MODESTO, CA 95354
209.522.8900
WWW.REDINCARCHITECTS.COM

ARCHITECT OF RECORD

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DESIGN DRAWINGS FOR:

TRU BY HILTON
22393 S. CORRAL HOLLOW ROAD
TRACY, CALIFORNIA

PROJECT DETAILS

#	DATE	DESCRIPTION
1	07/26/2022	PLANNING 01
2	07/26/2022	HILTON 25%
3	02/23/2023	TRAFFIC STUDY 01

PROJECT DETAILS

RED PROJECT #	21053
HILTON #	22-059ND
PLANNING #	D22-0018
APN #	214-020-090
DATE:	04/22/22
DRAWN:	M.GOMES
CHECKED:	H.REED
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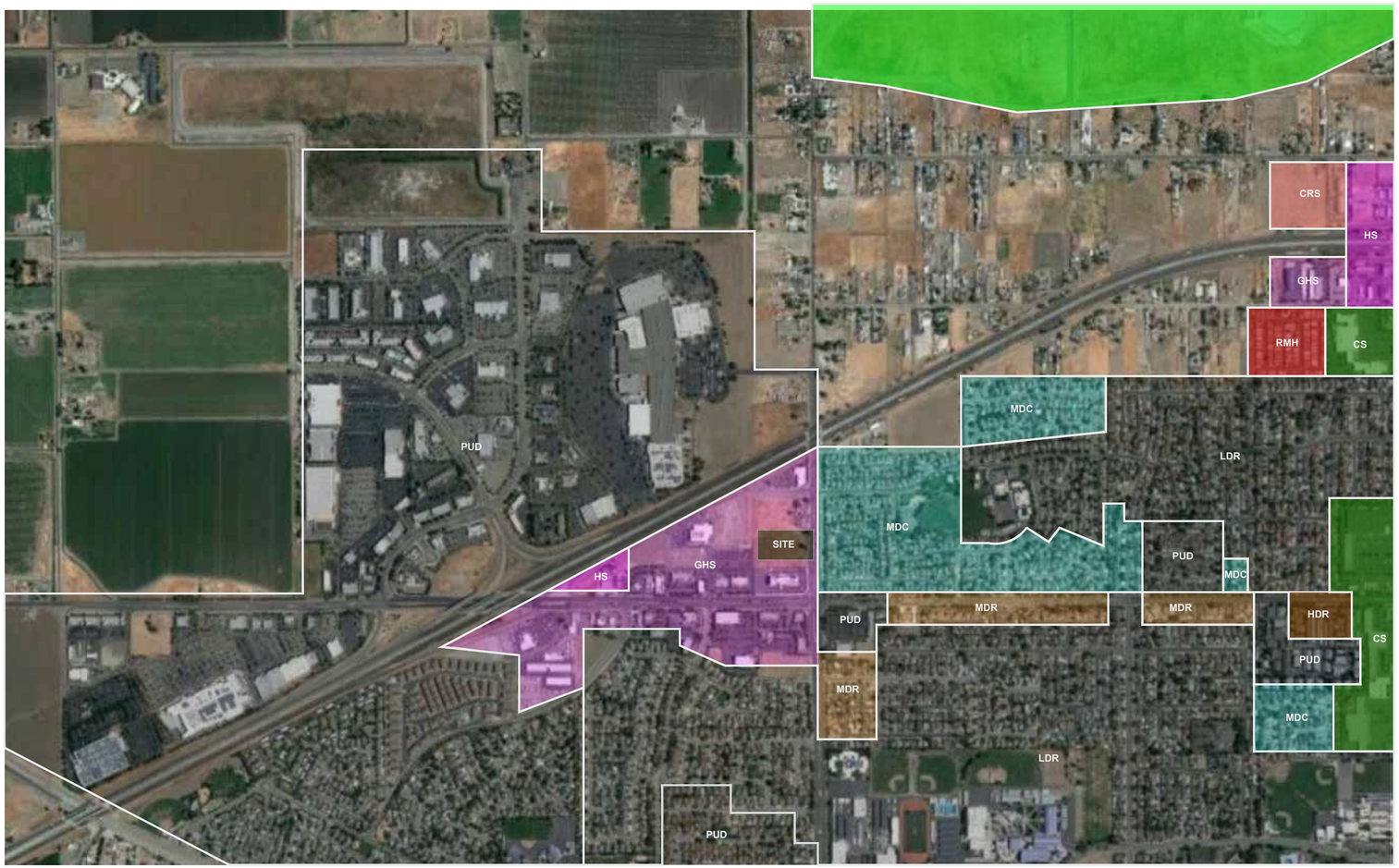
SHEET TITLE

A000

COVER SHEET

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - CD's\A000 Cover Sheet.dwg 3-18-23 11:02:07 AM Heather



1 SITE CONTEXT MAP

- LOW DENSITY RESIDENTIAL (LDR)
- MEDIUM DENSITY RESIDENTIAL (MDR)
- HIGH DENSITY RESIDENTIAL (HDR)
- MEDIUM DENSITY CLUSTER (MDC)
- GENERAL HIGHWAY COMMERCIAL (GHC)
- HIGHWAY SERVICE (HS)
- PLANNED UNIT DEVELOPMENT (PUD)
- COMMUNITY SHOPPING CENTER (CSC)
- RESIDENTIAL MOBILE HOME (RMH)
- COMMUNITY RECREATION SUPPORT SERVICES (CRS)
- PARK (P)

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

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22393 S. CORRAL HOLLOW ROAD

DESIGN DRAWINGS FOR: TRACY

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PLANNING #	D22-0018
APN #	214-020-090
DATE:	04/22/22
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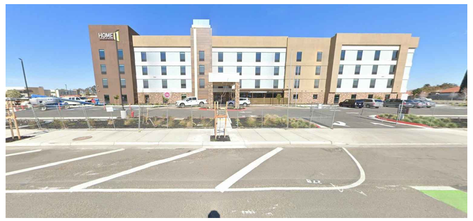
SHEET TITLE

A001
SITE CONTEXT MAP

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - CD's\A001 Site Analysis.dwg 7/26/22 08:14:37 PM Heather

SITE AERIAL



1 GRANT LINE RD LOOKING NORTH

2 MEDICAL CENTER PARKING LOT LOOKING EAST

3 CORRAL HOLLOW RD LOOKING WEST

4 ROBERT T. MONAGAN FW LOOKING SOUTH-WEST

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

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DESIGN DRAWINGS FOR:

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SHEET TITLE

A002
SITE CONTEXT PHOTOS

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - DD's\A002 Site Context Photos.dwg 7/26/22 08:14:43 PM Heather

1 STREET VIEW LOOKING NORTH-EAST

2 STREET VIEW LOOKING SOUTH-EAST

3 STREET VIEW LOOKING NORTH-WEST

4 STREET VIEW LOOKING NORTH-EAST

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

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DESIGN DRAWINGS FOR: TRACY

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PLANNING #	D22-0018
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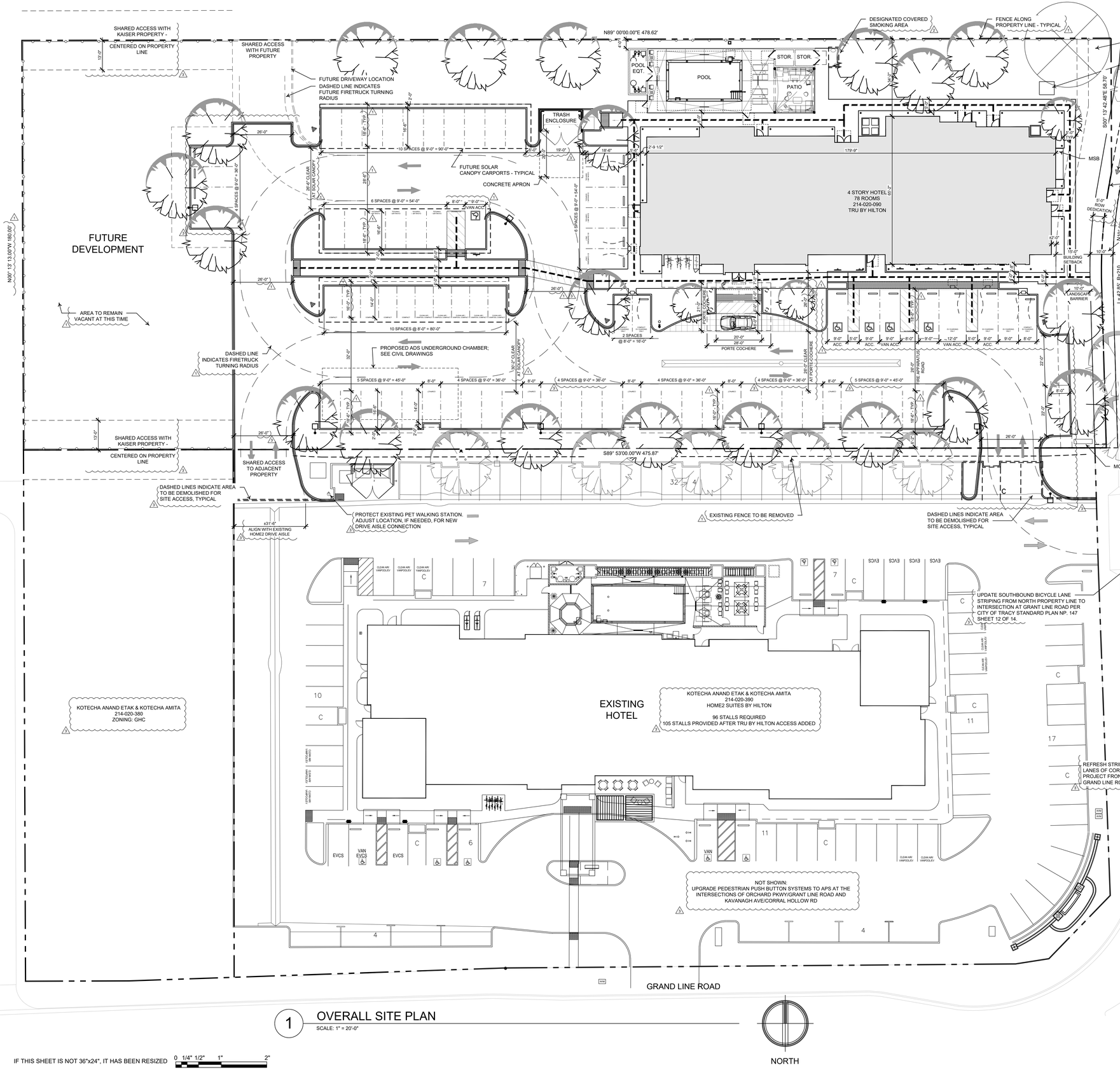
SHEET TITLE

A003

STREET VIEWS

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - DD's\A003 Street View.dwg 7-26-22 08:14:46 PM Heather



1 OVERALL SITE PLAN

SCALE: 1" = 20'-0"

NORTH

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

SITE INFO

BUILDING DATA:	
TRU BY HILTON:	
MAIN LEVEL	10,340 S.F.
2ND FLOOR	9,950 S.F.
3RD FLOOR	9,950 S.F.
4TH FLOOR	9,950 S.F.
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BUILDING HEIGHT AT PARAPET:	48'-9"
NUMBER OF STORIES:	4
PARKING ANALYSIS:	
PARKING REQUIRED:	
GUESTROOMS (78 x 1):	78
STAFF:	01
TOTAL	79
CAL GREEN REQUIREMENTS:	
CLEAN AIR VEHICLE SPACES (PER CGBSC 5.106.5.2):	12
EV CHARGING SPACES (PER CGBSC 5.106.5.3.3):	09
VAN ACCESSIBLE SPACES:	01
STANDARD ACCESSIBLE SPACES: (PER CBC 11B-228.3.2.1)	01
PARKING PROVIDED:	
STANDARD SPACES:	55
PARALLEL SPACES	02
CLEAN AIR VEHICLES (PER CGBSC 5.106.5.2):	07
EV CHARGING SPACES (CGBSC 5.106.5.3.3):	04
COMPACT SPACES:	18
CLEAN AIR VEHICLES (PER CGBSC 5.106.5.2):	05
EV CHARGING SPACES (CGBSC 5.106.5.3.3):	03
ACCESSIBLE SPACES:	05
VAN ACCESSIBLE:	02
EV CHARGING VAN ACCESSIBLE SPACE:	01
EV CHARGING STANDARD SPACE:	01
TOTAL PARKING SPACES PROVIDED	80
BIKE PARKING ANALYSIS:	
BIKE PARKING REQUIRED:	
SHORT-TERM (80 x 5%):	04
LONG-TERM (MINIMUM OF 1):	01
TOTAL	05
BIKE PARKING PROVIDED:	
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LONG-TERM:	01
TOTAL	07
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BUILDING FOOTPRINT:	10,340 SQ. FT. OR 15%
CURRENT ZONING:	GHC
CURRENT GENERAL PLAN MAP:	OFFICE
FUTURE GENERAL PLAN MAP:	COMMERCIAL
APN:	214-020-09
JURISDICTION:	CITY OF TRACY
CONSTRUCTION TYPE:	V-A
OCCUPANCY TYPE:	SERVICE HOSPITALITY R1, S2, B, A2
APPLICABLE CODES:	2019 C.B.C., C.P.C., C.M.C, C.E.C, C.F.C, C.G.C, AND ALL APPLICABLE STATE AND LOCAL REQUIREMENTS

SYMBOL LEGENDS:

- NEW BUILDING
- INDICATES ACCESSIBLE ROUTE
- GROUND MOUNTED LIGHT FIXTURE - SEE LIGHTING DESIGN SHEETS
- POLE LIGHT (1) HEAD SQUARE WITH POLE - SEE LIGHTING DESIGN SHEETS
- 36" BOLLARD LIGHT - SEE LIGHTING DESIGN SHEETS

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TRACY CALIFORNIA

DESIGN DRAWINGS FOR:

PROJECT DETAILS

#	DATE	DESCRIPTION
1	07/26/2022	PLANNING 01
2	07/26/2022	HILTON 25%
3	02/23/2023	TRAFFIC STUDY 01

PROJECT DETAILS

RED PROJECT #	21053
HILTON #	22-059ND
PLANNING #	D22-0018
APN #	214-020-090
DATE:	04/22/22
DRAWN:	M.GOMES
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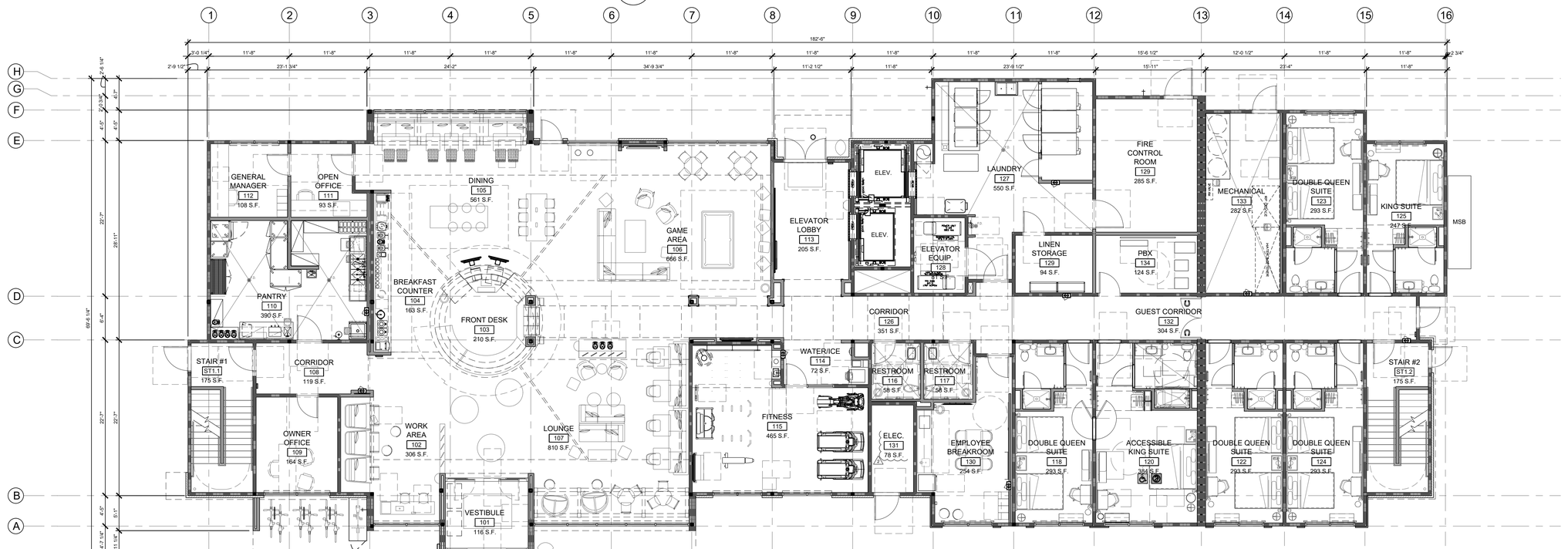
SHEET TITLE
A100
OVERALL
SITE PLAN

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - SD's\A100 Overall Site Plan 23.02.23.dwg 3-16-23 11:09:00 AM Heather

2 OVERALL UPPER LEVEL FLOOR PLANS

SCALE: 1/8" = 1'-0"



1 OVERALL MAIN LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

GUEST ROOM COUNT BREAKDOWN

	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR		NOTES:
KING	1	13	13	13	40	56% KING
DOUBLE QUEEN	4	9	9	9	31	44% QUEEN
ACCESSIBLE KING	1	1	1	1	4	
ACCESSIBLE DOUBLE QUEEN	-	1	1	1	3	
TOTAL	6	24	24	24	78	

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TRU BY HILTON
22393 S. CORRAL HOLLOW ROAD

DESIGN DRAWINGS FOR: TRACY

PROJECT DETAILS

#	DATE	DESCRIPTION
1	07/26/2022	PLANNING 01
2	07/26/2022	HILTON 25%

PROJECT DETAILS

RED PROJECT #	21053
HILTON #	22-059ND
PLANNING #	D22-0018
APN #	214-020-090
DATE:	04/22/22
DRAWN:	M.GOMES
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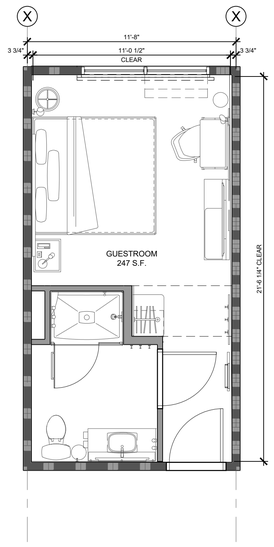
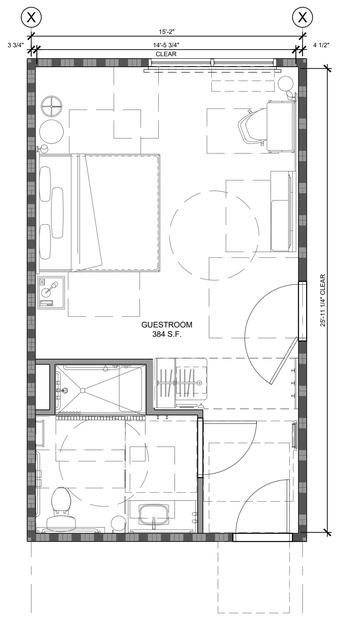
SHEET TITLE

A200
OVERALL
FLOOR PLANS

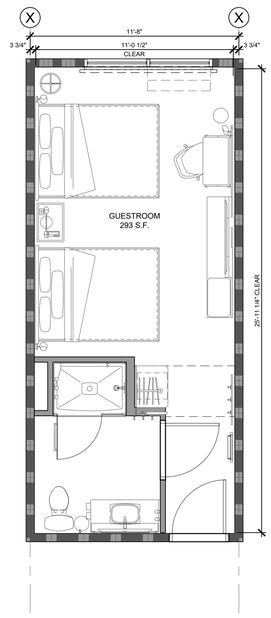
P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - DD's\A00-Overall Floor Plans.dwg 7-25-22 08:16:31 PM Heather



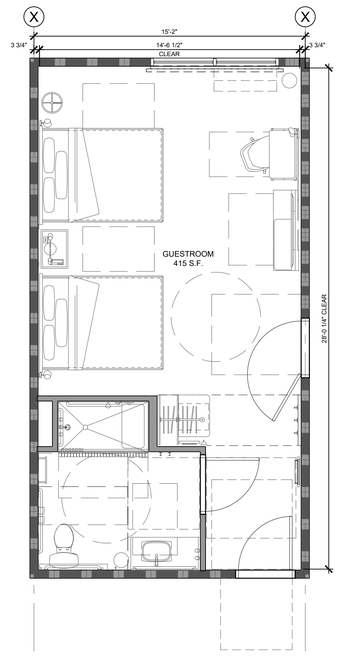
1 STANDARD KING
SCALE: 1/4" = 1'-0"



2 ACCESSIBLE KING
ACCESSIBLE KING



3 STANDARD DOUBLE QUEEN
SCALE: 1/4" = 1'-0"



4 ACCESSIBLE DOUBLE QUEEN
SCALE: 1/4" = 1'-0"

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

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CALIFORNIA

TRU BY HILTON
22393 S. CORRAL HOLLOW ROAD

DESIGN DRAWINGS FOR:
TRACY

PROJECT DETAILS

#	DATE	DESCRIPTION
1	07/26/2022	PLANNING 01
2	07/26/2022	HILTON 25%

PROJECT DETAILS

RED PROJECT #	21053
HILTON #	22-059ND
PLANNING #	D22-0018
APN #	214-020-090
DATE:	04/22/22
DRAWN:	M.GOMES
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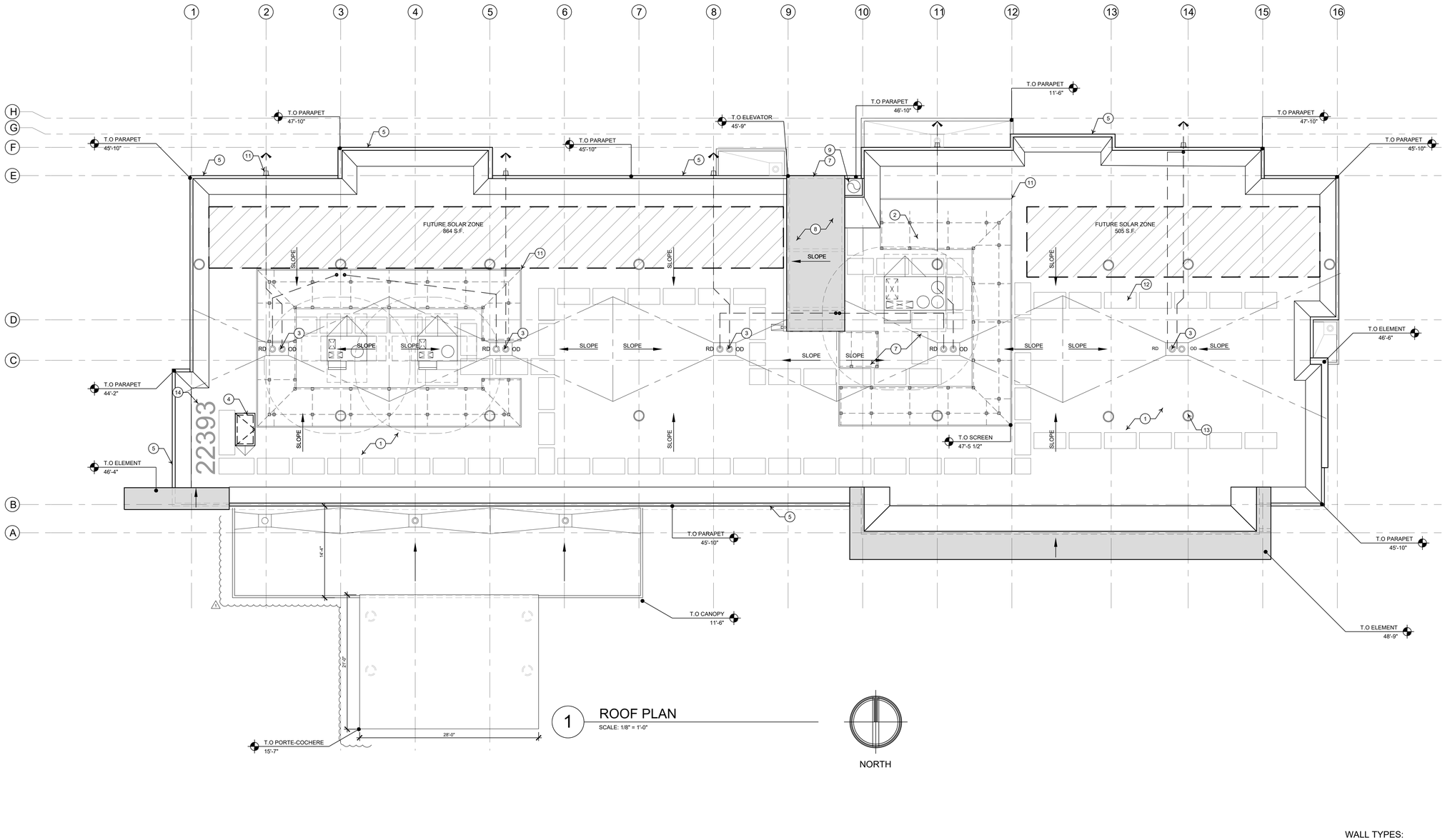
SHEET TITLE
A201
TYPICAL
GUESTROOMS

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - DD's\A201 Typical Guestrooms.dwg 7-26-22 05:16:37 PM - Heather

KEYNOTES

1. MEMBRANE ROOF, SLOPE STRUCTURE TO DRAIN TOWARDS ROOF DRAINS/GUTTERS
2. TAPERED INSULATION CRICKET
3. ROOF LEADER AND OVERLFOW DRAIN TO THROUGHWALL SCUPPER
4. ROOF HATCH ACCESSED VIA AN ALTERNATING TREAD STAIR
5. ROOF PARAPET
6. GRAVEL STOP EDGE
7. MAKE UP AIR UNIT ON ROOF CURB
8. ELEVATOR OVERRUN PENTHOUSE
9. LAUNDRY CHUTE VENT
10. ALUMINUM GUTTER AND DOWNSPOUT
11. MECHANICAL EQUIPMENT SCREEN TO HIDE EQUIPMENT - PROVIDE CLEARANCE AND ACCESS AS REQUIRED
12. WALKWAY/PROTECTION PAD IN CONTRASTING COLOR TO ROOF
13. EXHAUST FAN HOOD
14. PROVIDE ADDRESS NUMBERS. NUMBERS TO BE 3' HIGH, 2' WIDE, 9" APART WITH 6" BRUSH STROKE. COLOR TO CONTRAST W/ ROOFING.



1 ROOF PLAN
SCALE: 1/8" = 1'-0"

NORTH

WALL TYPES:

TYPICAL PARAPET WALL

WALL BELOW

SEE SHEETS A060-A061

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

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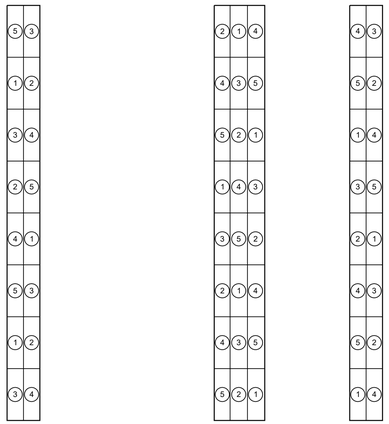
SHEET TITLE

A300
OVERALL
ROOF PLAN

P:\2021\21053 TRU Tracy\03 Design - CD's\02 Planning - DD's\A300-Overall Roof Plan.dwg 7-25-22 08:16:42 PM Heather

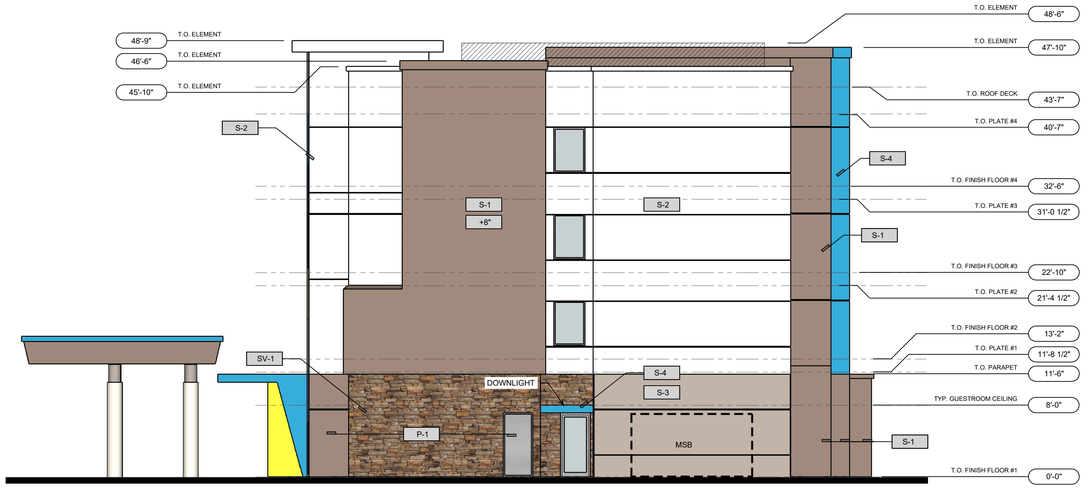
FEATURE WALL

FW	1	PAINTED STUCCO SYSTEMS: SMOOTH STUCCO, COLOR TO MATCH - PANTONE PMS PROCESS YELLOW
FW	2	PAINTED STUCCO SYSTEMS: SMOOTH STUCCO, COLOR TO MATCH - PANTONE PMS PROCESS CYAN
FW	3	PAINTED STUCCO SYSTEMS: SMOOTH STUCCO, COLOR TO MATCH - PANTONE PMS #317C
FW	4	PAINTED STUCCO SYSTEMS: SMOOTH STUCCO, COLOR TO MATCH - PANTONE PMS #2955C
FW	5	PAINTED STUCCO SYSTEMS: SMOOTH STUCCO - COLOR TO MATCH - PANTONE PMS #2685C



3 COLOR DIAGRAM

SCALE: 1/8" = 1'-0"

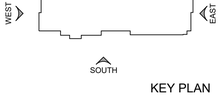


2 EAST ELEVATION

SCALE: 1/8" = 1'-0"

1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



KEY PLAN

IF THIS SHEET IS NOT 36"x24", IT HAS BEEN RESIZED 0 1/4" 1/2" 1" 2"

FINISH LEGEND

S-1	PAINTED STUCCO SYSTEM: MEDIUM SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE #993 BEACH COMBER
S-2	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE - #OC-442 - OLD PRAIRIE
S-3	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE #988 FROSTED TOFFEE
S-4	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT PANTONE PMS PROCESS CYAN
S-5	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - DRYVIT PANTONE PMS PROCESS YELLOW
SV-1	ADHERE LIGHTWEIGHT VENEER SYSTEM - ELDORADO STONE - CLIFFSTONE - MESQUITE - TRIM AND CAP PIECES
P-1	PAINT: BENJAMIN MOORE EXTERIOR PAINT - BENJAMIN MOORE #2107-40 DRIFTWOOD
SF-1	STOREFRONT & WINDOW ASSEMBLY: CLEAR ANODIZED ALUMINUM
FW	FEATURE WALL: SEE DIAGRAM

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22393 S. CORRAL HOLLOW ROAD

DESIGN DRAWINGS FOR: TRACY

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SHEET TITLE

A400
EXTERIOR
ELEVATIONS

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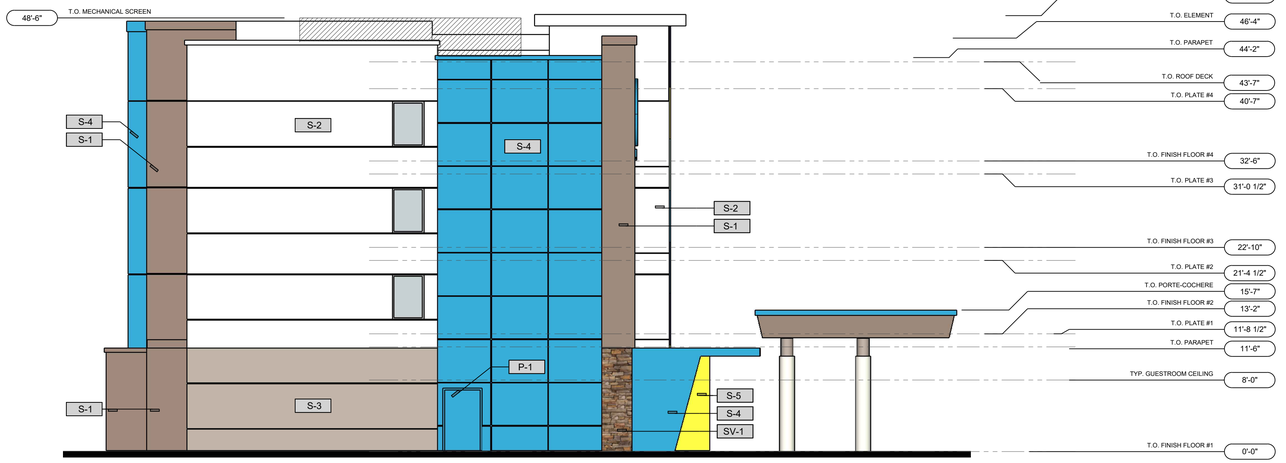

2 WEST ELEVATION

SCALE: 1/8" = 1'-0"

1 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

KEY PLAN

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FINISH LEGEND

S-1	PAINTED STUCCO SYSTEM: MEDIUM SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE #993 BEACH COMBER
S-2	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE - #OC-442 - OLD PRAIRIE
S-3	PAINTED STUCCO SYSTEM: LIGHT SAND STUCCO, COLOR TO MATCH - BENJAMIN MOORE #988 FROSTED TOFFEE
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SV-1	ADHERE LIGHTWEIGHT VENEER SYSTEM - ELDORADO STONE - CLIFFSTONE - MESQUITE - TRIM AND CAP PIECES
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SF-1	STOREFRONT & WINDOW ASSEMBLY: CLEAR ANODIZED ALUMINUM
FW	FEATURE WALL: SEE DIAGRAM

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22393 S. CORRAL HOLLOW ROAD

DESIGN DRAWINGS FOR:

TRACY

PROJECT DETAILS

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SHEET TITLE

A401
EXTERIOR
ELEVATIONS

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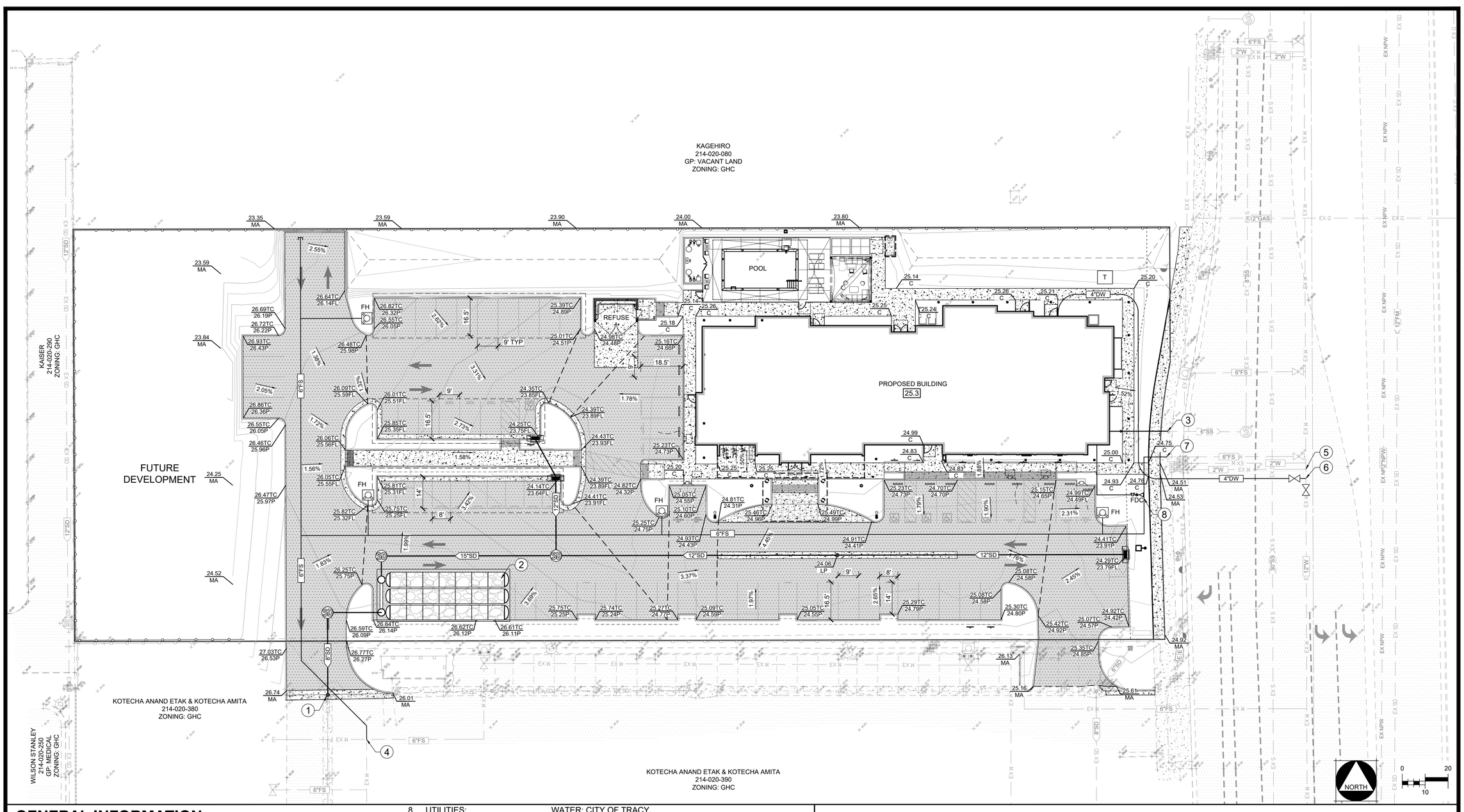


GENERAL INFORMATION

1. OWNER: RAAD HOSPITALITY GROUP, 2025 W GRANT LINE ROAD, TRACY, CA 95377
2. APPLICANT: ANAND KOTECHA, RAAD HOSPITALITY GROUP, 103 E LOUISE AVE, LATHROP CA 95330
3. ENGINEER: MCR ENGINEERING, 1242 DUPONT COURT, MANTECA, CA 95336
4. EXISTING GENERAL PLAN: OFFICE
5. EXISTING ZONING: GHC (GENERAL HIGHWAY COMMERCIAL)
6. PROPOSED GENERAL PLAN: OFFICE
7. PROPOSED ZONING: GHC (GENERAL HIGHWAY COMMERCIAL)
8. UTILITIES: WATER: CITY OF TRACY; SEWER: CITY OF TRACY; STORM: CITY OF TRACY
9. APN: 214-020-090
10. 4 STORY HOTEL ON 1.97 ±ACRES
11. THE PROPERTY HAS GENTLE SLOPE WITH ELEVATIONS RANGING FROM 24'-27'
12. BOUNDARY LINES ARE BASED ON RECORD INFORMATION AND TOPOGRAPHIC SURVEY.
13. ANY EXISTING WELLS AND/OR SEPTIC SYSTEMS ON SITE SHALL BE ABANDONED PER SAN JOAQUIN COUNTY STANDARD
14. 10' PUBLIC UTILITY EASEMENTS SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
15. UTILITIES TO LOCATED WITHIN PUBLIC UTILITY EASEMENTS AND SHALL BE MAINTAINED BY GOVERNING AGENCIES.
16. ALL ADJACENT OVERHEAD POWER LINES AND/OR UTILITY LINES SHALL BE UNDERGROUND.

LEGEND

1. DRAINAGE DIRECTION
2. PROPOSED STORM DRAIN — SD
3. PROPOSED STORM DRAIN MAINTENANCE HOLE — SMH
4. PROPOSED STORM DRAIN INLET
5. DRAINAGE MANAGEMENT AREA
6. PROPOSED SEWER — SS
7. PROPOSED WATER — W

UTILITY KEY NOTES:

1. CONNECT TO EX. 8" HDPE @ 22.48 INV.
2. PROPOSED ADS UNDERGROUND CHAMBER
3. CONNECT TO EX. 6" SS
4. CONNECT TO EX. 6" FIRE SERVICE
5. ABANDONED EX. 2" DOMESTIC WATER SERVICE
6. INSTALL 4" DOMESTIC WATER SERVICE WITH METER
7. CONNECT TO EX. 6" FIRE SERVICE AND INSTALL BACKFLOW PREVENTION DEVICE
8. INSTALL PIV & FDC

MCR ENGINEERING
www.mcreng.com
1242 DUPONT COURT
MANTECA, CA 95336
TEL : (209) 239 - 6229
FAX : (209) 239 - 8839

REGISTERED PROFESSIONAL ENGINEER — RAY E. AVERSON — No. C54088 EXP. 12-31-23 — CIVIL — STATE OF CALIFORNIA

FOR PRELIMINARY REVIEW ONLY — NOT FOR CONSTRUCTION

APPROVED:

PLAN REVISIONS

NO.	DESCRIPTIONS	DATE
1		
2		
3		
4		
5		
6		
7		

PRELIMINARY GRADING, DRAINAGE AND UTILITY PLAN FOR:

TRU BY HILTON

D22-0018

22393 CORRAL HOLLOW ROAD

TRACY, CALIFORNIA

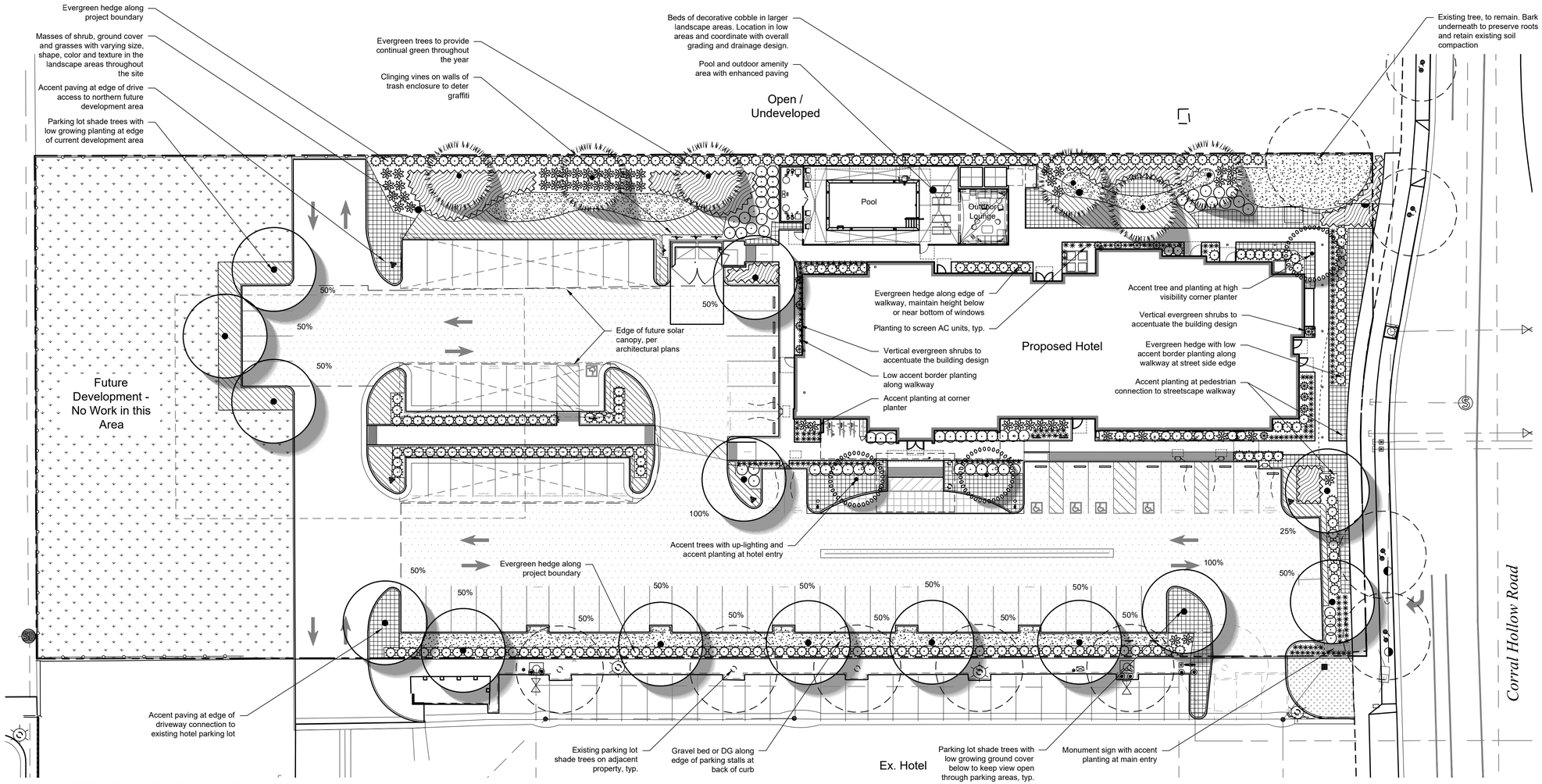
811 Know what's below. Call before you dig. 811 / 800-227-2600

JOB NO.:	21-119
DATE:	JULY, 2022
SCALE:	AS SHOWN
DR. BY:	RBP
CK. BY:	SLS

SHEET NO.

C1

OF 1 SHEET



PARKING LOT SHADE CALCULATIONS

Tree diameters per species based on published City documentation or the Sunset Western Garden Book. Shade area on plans is identified with the hatch symbol to the left.

The calculations below include shade estimations from the existing parking lot trees on the adjacent property. Shade trees along that edge coordinate with locations of existing trees for healthy and responsible branch development.

Tree Type	Area at 100%	100%	75%	50%	25%	Subtotal (sf)
35' diameter						
Parking Lot Shade Tree	962 sf	1,924 (2)	0	5,291 (11)	241 (1)	7,456
Ex. Tree, adjacent site Species: *Ulmus parvifolia*	962 sf	0	0	2,405 (5)	0	2,405

Total shade provided by trees:	9,861 sf
Parking area:	24,373 sf
Percentage of shade provided (min. 40% req'd):	40 %

PRELIMINARY WELO CALCULATIONS

The calculations provided below are an initial estimate of water usage for the planting and irrigation design being proposed with this plan. Hydrozones are approximated and may change with the final design, but the overall intent will remain and compliance with WELO will be achieved.

City (ETo): Tracy (48.5)

Plant Type	Water Use (per WUCOLS)	Type of Irrigation (IE)	Plant Factor	Hydrozone Area (sf)	ETWU (gal.)
Shrubs	Moderate	Drip (0.81)	0.5	4,544 sf	84,344
Shrubs	Low	Drip (0.81)	0.3	11,680 sf	130,081
Inert GC	None	None	0.0	876 sf	0
			Total:	17,100 sf	214,425

Estimated Total Water Use (ETWU):	214,425 gal.
Maximum Applied Water Allowance (MAWA):	231,389 gal.
Estimated Average ETAF:	0.42
Maximum Allowed ETAF:	0.45

PARKING LOT TREE REQUIREMENTS

Number parking spaces:	80
Req'd trees (1 tree per 5 parking space):	16
Trees Provided:	19 (14 proposed, 5 existing)

LANDSCAPE AREA CALCULATIONS

Total Site Area:		85,731 sf.
Current development:	70,586 sf.	
Future development:	15,145 sf.	
Landscape Area (current development):		17,908 sf.
Planter:	16,224 sf	
Inert:	1,684 sf	
Percent of Total Site (current development) as Landscape:		25%

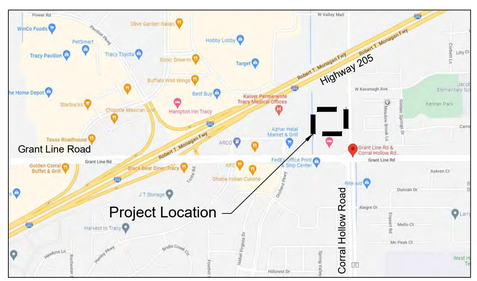
WELO COMPLIANCE

This project has been designed to conform with the State's Model Water Efficient Landscape Ordinance (MWELO).

IRRIGATION DESIGN
The irrigation on the site will use drip irrigation, will meet the City's requirements, and will comply with the requirements of WELO. Equipment will include dedicated irrigation meter, smart controller, weather sensor, and efficient irrigation emitters, nozzles, and other equipment.

PLANTING DESIGN
The landscape design uses water-wise plant species suitable for this region and that are low maintenance and durable, uses trees to shade paved areas, and plants have been grouped into hydro-zones. References used for the landscape design include published information from the local jurisdiction, Sunset Western Garden Book and WUCOLS.

VICINITY MAP



PRELIMINARY PLANT PALETTE

The Preliminary Plant Palette represents a sampling of the types of plants selected for this project that are suitable for the location and design concept. Plants in the final plan will be selected from this list. Not all plants in the list below will be used and additional plants may be incorporated with the final plans, but the overall design concept represented will be maintained.

TREES

Shrubs shall be 15-gallon minimum container size.

BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Parking Lot Trees - 14 ea.				
Gingko biloba 'Autumn Gold'	Maidenhair Tree	TBD	40'x35'	Mod.
Pistacia chinensis 'Keith Davey'	Chinese Pistache	TBD	40'x35'	Low
Quercus ilex	Holly Oak	TBD	50'x35'	Mod.
Ulmus parvifolia	Chinese Elm	TBD	50'x40'	Mod.
Zelkova serrata	Zelkova	TBD	40'x35'	Mod.
Evergreen /Shade Trees - 6 ea.				
Brachychiton populneus	Bottle Tree	15-gal	40'x30'	Low
Pinus eldarica	Afghan Pine	15-gal	50'x20'	Low
Quercus spp.	Evergreen Oak	15-gal	50'x50'	Low
Rhus lancea	Sumac	15-gal	25'x30'	Low
Schinus molle	California Pepper Tree	15-gal	35'x35'	Low
Accent Trees - 3 ea.				
Cercis canadensis 'Forest Pansy'	Redbud	24" box	20'x25'	Low
Lagerstroemia spp.	Crape Myrtle	24" box	20'x15'	Low
Prunus 'Krauter Visivius'	Ornamental Plum	24" box	20'x20'	Mod
Rhaphiolepis indica 'Majestic Beauty'	India Hawthorn Tree	24" box	20'x20'	Mod

SHRUBS

Shrubs shall be 5-gallon minimum container size.

BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Upright Evergreen Shrubs				
Cupressus sempervirens 'Tiny Towers'	Italian Cypress (dwarf)	15-gal	8'x2'	Low
Juniperus scopularum var.	Juniper	15-gal	15'x4'	Low
Podocarpus macrophyllus 'maki'	Shrubby Yew Pine	15-gal	12'x3'	Mod.
Evergreen Hedge				
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5-gal	4' x 4'	Mod.
Ligustrum japonicum 'Texanum'	Privet	5-gal	4' x 4'	Low
Nandina domestica 'Compacta'	Heavenly Bamboo	5-gal	4' x 3'	Low
Olea europaea 'Little Ollie'	Little Ollie Olive	5-gal	5' x 5'	Low
Rhaphiolepis indica	India Hawthorn	5-gal	3' x 5'	Mod.
Rhaphiolepis umbellata	Yedda Hawthorn	5-gal	42" x 42"	Low
Medium Accent/ Flowering Shrub				
Cistus purpureus	Rockrose	5-gal	6' x 6'	Low
Hemerocallis spp.	Evergreen Daylily	5-gal	3'x3'	Mod.
Lantana camara/hybrid	Lantana	5-gal	2' x 5'	Low
Perovskia atriplicifolia	Russian Sage	5-gal	4'x4'	Low
Phormium tenax	New Zealand Flax	5-gal	3' x 4'	Low
Low Accent/ Flowering Shrub				
Dianella revoluta 'Little Rev'	Flax Lily	5-gal	30"x30"	Low
Hemerocallis spp.	Evergreen Daylily	5-gal	3'x3'	Mod.
Pennisetum alpocuroides 'Little Bunny'	Fountain Grass	5-gal	2'x2'	Low
Phormium tenax var.	New Zealand Flax	5-gal	18" x 2'	Low
Salvia spp.	Sage (small)	5-gal	2'x2'	Low
Infill Shrub				
Callistemon viminalis 'Little John'	Little John Bottlebrush	5-gal	3' x 3'	Low
Dietes vegeta	Fortnight Lily	5-gal	3' x 3'	Low
Nandina domestica 'Gulf Stream'	Heavenly Bamboo	5-gal	4'x3'	Low
Pittosporum tobira 'Wheelers Dwarf'	Pittosporum	5-gal	2'x4'	Mod.
Rhaphiolepis indica	India Hawthorn	5-gal	3' x 5'	Mod.
Vines				
Clinging vines planter at existing CMU wall.				
Ficus pumila	Creeping Fig	5 gal.		Mod.
Parthenocisus tricuspidata	Boston Ivy	5 gal.		Mod.

GROUND COVER

Ground cover shall be 1-gallon container size. Spacing varies per species.

BOTANICAL NAME	COMMON NAME	SIZE	H' x W' or SPACING	WATER USE RATING
Ornamental Grass				
Calamagrosits acutiflora "KF"	Feather Reed Grass	1-gal	5' x 42"	Low
Carex comans	New Zealand Sedge	1-gal	12"x30"	Low
Chondropetalum tectorum	Cape Rush	1-gal	3'x4'	Low
Muhlenbergia capillaris	Pink Muhly	1-gal	3' x 6'	Low
Muhlenbergia dubia	Pine Muhly	1-gal	30" x 30"	Low
Muhlenbergia rigens	Deer Grass	1-gal	4' x 4'	Low
Accent Groundcover				
Dianella revoluta 'Little Rev'	Flax Lily	1-gal	30"x30"	Low
Hemerocallis spp.	Evergreen Daylily	1-gal	3'x3'	Mod.
Lantana montevidensis	Trailing Lantana	1-gal	2'x5'	Low
Liriope muscari	Lily Turf	1-gal	18"x18"	Mod.
Phormium tenax	New Zealand Flax	1-gal	2' x 2'	Low
Teucrium chamaedrys	Germander	1-gal	24" o.c.	Low
Trachelospermum jasminoides	Star Jasmine	1-gal	2'x7'	Mod.
Spreading/ Low Groundcover				
Baccharis pilularis	Dwarf Coyote Brush	1-gal	60" o.c.	Low
Cotoneaster dammeri 'Lowfast'	Bearberry	1-gal	60" o.c.	Low
Juniperus spp.	Juniper	1-gal	60" o.c.	Low
Myoporum parvifolium	Myhoporum	1-gal	60" o.c.	Low
Teucrium chamaedrys	Germander	1-gal	24" o.c.	Low
Trachelospermum asiaticum	Asian Jasmine	1-gal	48" o.c.	Mod.

Inert Groundcovers

Decorative Aggregate Bed
Clean, rounded 2" aggregate bed, min. 3" deep, install on continuous weed barrier filter fabric, provide redwood bender board edging.

Inert Groundcover
Bark, gravel or other inert material for use under existing trees, maintenance areas, or other areas where plants may not thrive.

Future Development - No Landscape in This Area
Graded pad, no permanent landscape in this area.

NORTH
0' 10' 20' 40'
scale: 1" = 20'-0"

Preliminary Landscape Plan

10 March 2023 | TRU by Hilton - Tracy, CA

Sam Harned Landscape Architecture
PO Box 2275
Oakdale, CA 95361
209-380-7376 www.harnedla.com

TRU BY HILTON - TRACY
MAINTAINED HORIZONTAL ILLUMINANCE CALCULATIONS AT FINISH GRADE
REVISED 3-17-23

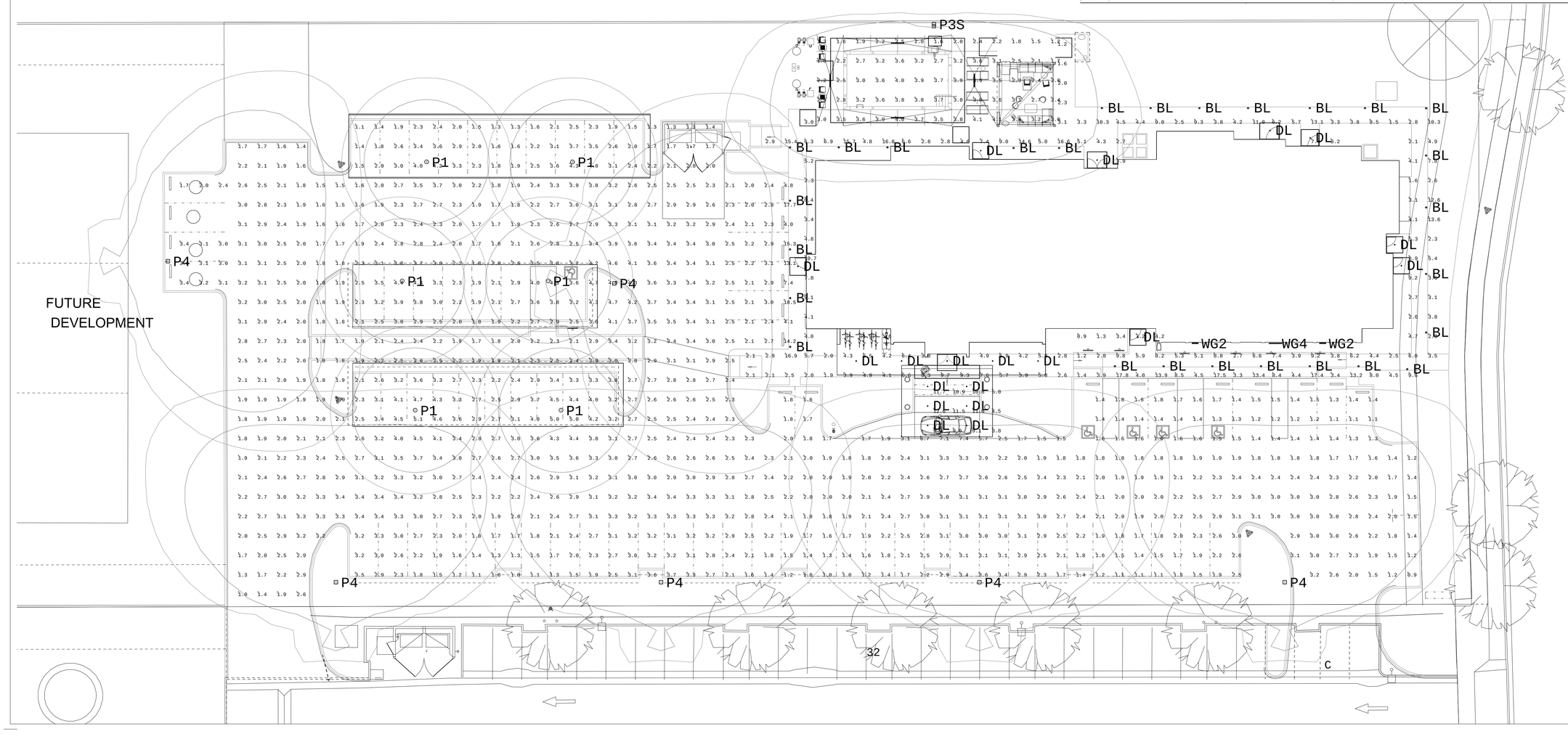
Luminaire Schedule						
Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts
⊕	27	BL	LED BOLLARD	3.000	518	12
⊕	19	DL	4 INCH RECESSED LED DOWNLIGHT WET	0.950	1005	13.4
⊙	6	P1	LED CANOPY LGHT	0.950	4767	37.4
▪	1	P3S	LED AREA LIGHT TYPE III DIST IL	0.950	12301	135
▪	6	P4	LED AREA LIGHT TYPE IV DIST IH	0.950	15025	135
▭	2	WG2	2 FOOT LED WALL GRAZER	0.950	N.A.	N.A.
▭	1	WG4	4 FOOT LED WALL GRAZER	0.950	N.A.	N.A.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Building Perimeter	Illuminance	Fc	5.83	17.8	0.9	6.48	19.78
Parking	Illuminance	Fc	2.58	18.5	0.9	2.87	20.56
Pool Area	Illuminance	Fc	2.94	4.1	1.2	2.45	3.42
Porte Cochere Drop Off	Illuminance	Fc	9.20	12.6	3.8	2.42	3.32

Luminaire Schedule (Issue: July 13, 2022) Project No. **TRU BY HILTON - TRACY**

Contact Kaz Halcovich with Commercial Lighting Industries, 800-755-0155 x226, Kaz@Commercial-Lighting.net for pricing

Fixture Type	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Total Qty	Mounting, Finishes, Remarks & Other Notes
ARCHITECTURAL FIXTURE TYPES								
BL	LED BOLLARD	0-10V	CLI-NATBHTBL	LEDM, 4000K, 1600lm, 80 CRI	UNV	12	27	LOCATED AT BUILDING PERIMETER
DL	RECESSED LED DOWNLIGHT	0-10V	CLI-NATBHTDL	LEDM, 4000K, 1500lm, 90 CRI	UNV	18	19	RECESSED IN EXTERIOR ENTRY CANOPY
P1	LED CANOPY LIGHT	0-10V	CLI-NATBHTP1	LEDM, 4000K, 4000lm, 70 CRI	UNV	37	6	RECESSED IN EXTERIOR PARKING CANOPY
P3S	LED AREA LIGHT TYPE III DISTRIBUTION WITH INTEGRAL SHIELD	0-10V	CLI-NATBHTP3S	LEDM, 18,000lm, 4000K, 70CRI	UNV	135	1	MOUNTED ON A 22 FOOT POLE WITH 36 INCH HIGH CONRETE BASE, 25 FEET OVERALL HEIGHT
P4	LED AREA LIGHT TYPE IV FORWARD THROW DISTRIBUTION WITH INTEGRAL SHIELD	0-10V	CLI-NATBHTP4	LEDM, 18,000lm, 4000K, 70CRI	UNV	135	7	MOUNTED ON A 22 FOOT POLE WITH 36 INCH HIGH CONRETE BASE, 25 FEET OVERALL HEIGHT
WG2	2 FOOT LED WALL GRAZER	0-10V	CLI-NATBHTWG2	LEDM, 864lm PER FOOT, 4000K, 80CRI	UNV	16	2	GROUND MOUNTED AT BUILDING FAÇADE GRAPHICS
WG4	4 FOOT LED WALL GRAZER	0-10V	CLI-NATBHTWG4	LEDM, 864lm PER FOOT, 4000K, 80CRI	UNV	32	1	GROUND MOUNTED AT BUILDING FAÇADE GRAPHICS



Commercial Lighting Industries
81161 Indio Boulevard, Indio, CA 92201
Tel: 800-755-0155 | Fax: 760-262-3940

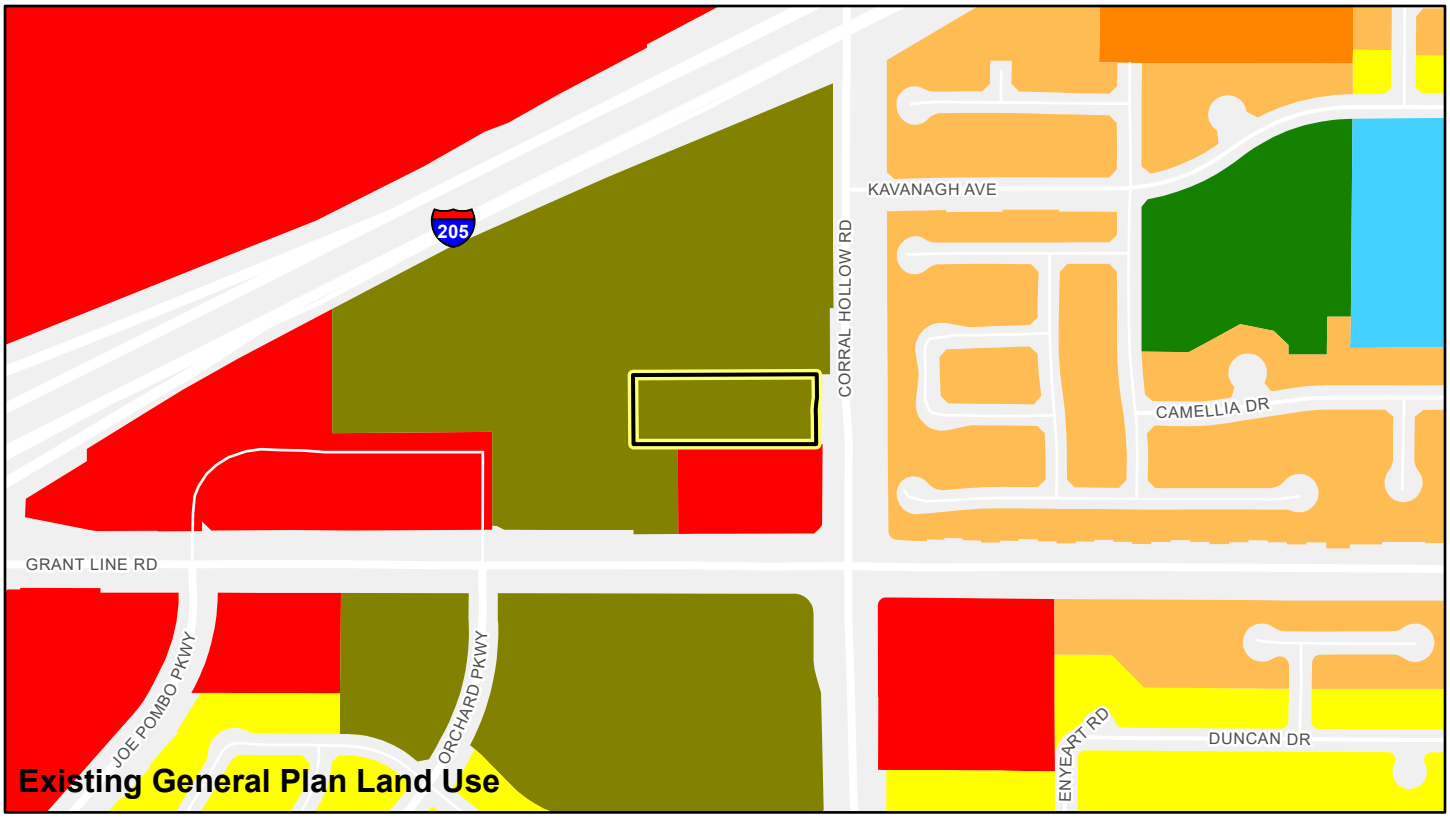
No.	Issue	Date
1	DRAWING SUBMITTAL	04-18-22
2	REVISION SUBMITTAL	07-13-22
3	REVISION SUBMITTAL	03-15-23
4	REVISION SUBMITTAL	03-17-23

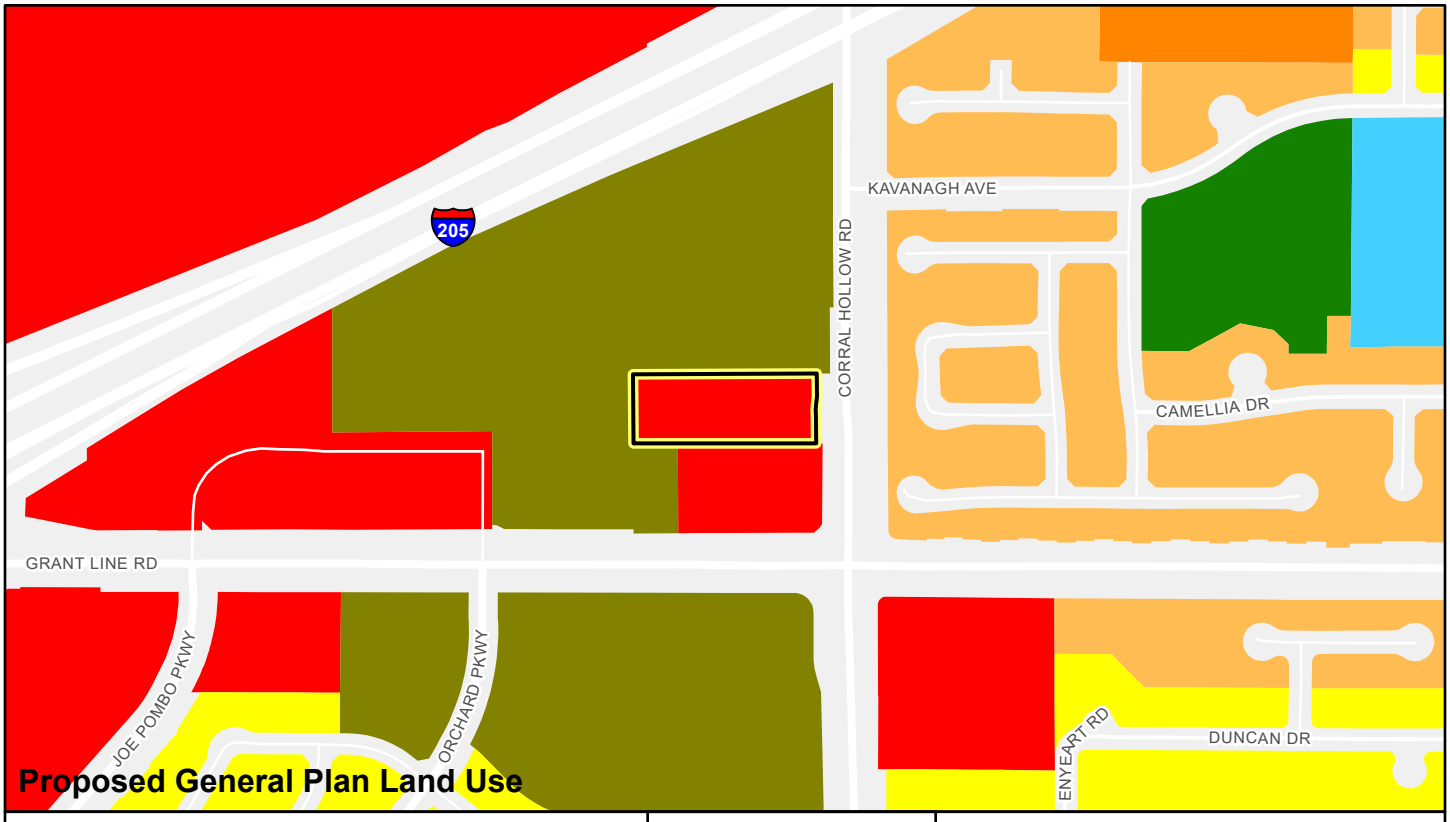
TRY BY HILTON
TRACY

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING IND. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
LIGHTING PLAN & PHOTOMETRIC DRAWING

Scale: 1/16"=1'-0"
Date: 03.17.23
Drawn By: FG
Checked By: I.D.
Job No.
Sheet No.: LDE-1





LEGEND

- Project Location

City of Tracy General Plan Land Use

- Commercial
- Office
- Park
- Public Facilities
- Residential High
- Residential Low
- Residential Medium

N

0 100 200

Feet

Sources: San Joaquin County GIS. Map date: October 12, 2022.

Tracy TRU by Hilton Project

Existing and Proposed General Plan Land Use Map

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

Attachment D

MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY

FOR THE

TRU BY HILTON PROJECT

APRIL 2023

Prepared for:

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

Prepared by:

De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 235-0116

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY

FOR THE

TRU BY HILTON PROJECT

APRIL 2023

Prepared for:

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INITIAL STUDY

PROJECT TITLE

TRU by Hilton Project

LEAD AGENCY NAME AND ADDRESS

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

CONTACT PERSON AND PHONE NUMBER

Alan Bell, Senior Planner
City of Tracy
Planning Division
333 Civic Center Plaza
Tracy, CA 95376
alan.bell@cityoftracy.org
(209) 831-6426

PROJECT SPONSOR'S NAME AND ADDRESS

Andy Kotecha
Raad Hospitality Group
2025 W. Grant Line Road
Tracy, CA 95377

PROJECT LOCATION AND SETTING

The TRU by Hilton Project site (Project site) is located at 2605 N. Corral Hollow Road in the City of Tracy, San Joaquin County, California (see Figures 1 and 2). The Project site is identified by Assessor Parcel Number (APN) 214-020-09. The 1.96-acre Project site consists of vacant undeveloped land with ruderal grasses which are regularly disced (see Figure 3). One tree and one large bush are located on site. The site is bound by vacant land, two single-family residences, a commercial building (Da Vita Grant Line Dialysis), and Interstate 205 (I-205) to the north; Corral Hollow Road and a residential neighborhood to the east; an existing hotel to the south; and commercial uses to the west.

PROJECT DESCRIPTION

The proposed Project would include development and subsequent operation of a four-story, 78-room hotel and associated amenities and parking (see Figure 4). The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage to the site.

The Project components, including the hotel building and utilities, and requested development applications and construction permits, are discussed in detail below.

HOTEL BUILDING

The 78-room hotel would total 40,190 square feet (SF), with 10,340 SF on the main floor and 9,950 SF on each of the second, third, and fourth floors. The main floor would contain the following features: front desk, guest work area and lounge, three offices for employees, employee break room, pantry, dining area with breakfast counter, game area, ice room, fitness center, elevators, laundry, linen storage, fire control room, six guest suites, elevators, and stairs. The second, third, and fourth floors would include guest rooms. Typical guest rooms include standard kings, accessible kings, standard double queens, and accessible double queens.

A pool with a patio and lounge area would be provided to the north of the hotel building, and a designated covered smoking area would be located west of the pool and patio area. A trash enclosure would be provided northwest of the hotel building.

The tallest portion of the hotel building (along a decorative parapet on the south side of the building) would be 48 feet and nine inches, with the majority of the building at 46 feet and four inches. Landscaping would be provided throughout the site. The irrigation on the site will use drip irrigation, will meet the City's requirements, and will comply with the requirements of the City's Water Efficient Landscape Ordinance. Equipment will include dedicated irrigation meter, smart controller, weather sensor, and efficient irrigation emitters, nozzles, and other equipment. The landscape design uses water-wise plant species suitable for this region and that are low maintenance and durable, uses trees to shade paved areas, and plants have been grouped into hydro-zones. A monument sign would be located at the southeastern corner of the site along Corral Hollow Road.

The proposed Project would be subject to Development Review Permit approval by the City, during which City staff would ensure that the proposed Project would comply with all applicable City regulations including, but not limited to, landscaping and visual screening.

ACCESS AND CIRCULATION

Site access would be provided by a new shared driveway located in the southeast corner of the site off Corral Hollow Road. This driveway would be shared with the adjacent Home2Suites Hotel located adjacent south of the Project site. The existing fencing at the southern boundary of the Project site and northern boundary of the adjacent hotel site would be removed to allow for free-flow of pedestrians, bicycles, and automobiles. The Project would also include a secondary shared access to the adjacent Home2Suites Hotel in the southwestern portion of the site. Additionally, a future shared access with the properties to the north and west would be provided in the northwestern portion of the Project site. This northwestern shared access would not be fully developed until the adjacent properties to the north and west are developed at some time in the future.

The proposed parking area would include 80 vehicle parking stalls. The vehicle parking area would be located in the western and southern portions of the Project site.

As part of the proposed Project, the pedestrian push button systems at the Orchard Parkway/Grant Line Road intersection and Kavanagh Avenue/Corral Hollow Road intersection

would be upgraded. Additionally, the striping on the southbound lanes of Corral Hollow Road from the Project frontage to the intersection at Grant Line Road would be refreshed. Further, the southbound bicycle lane striping would be updated from the northern property line to the intersection of Grant Line Road, per the City of Tracy Standard Plans.

UTILITIES

The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage utilities. Existing storm drain, sewer, water, and gas lines/pipes are currently located along S. Corral Hollow Road and Grant Line Road.

The Project would be served by the following existing service providers:

1. City of Tracy for water;
2. City of Tracy for wastewater collection and treatment;
3. City of Tracy for stormwater collection;
4. Pacific Gas and Electric Company for gas and electricity.

Utility lines within adjacent roadways would be extended throughout the Project site. Wastewater, water, and storm drainage lines would be connected via existing lines along Corral Hollow Road and Grant Line Road. The Project would also connect to existing electrical and natural gas infrastructure in the Project vicinity.

Stormwater retention treatment planters would be located throughout the Project site, mainly in the proposed landscaped areas surrounding the hotel building and within the parking areas. Stormwater runoff from each of the drainage areas would be routed to a series of on-site stormwater bioretention treatment planters and treatment/detention basins.

The preliminary plan for the Project shows an underground infiltration system to meet stormwater quality requirements. Best management practices (BMPs) will be applied to the proposed development to limit the concentrations of constituents in any site runoff to acceptable levels. Stormwater flows from the Project site would be directed to the proposed stormwater treatment basins, treatment planters, and bioretention areas by a new stormwater conveyance system on the Project site. The landscaping plan includes stormwater treatment plantings in the treatment/detention basins. Additionally, erosion and sediment control measures would be implemented during construction.

GENERAL PLAN AND ZONING

The Project site is identified as Office on the Tracy General Plan Land Use Map (see Figure 5) and General Highway Commercial (GHC) on the Tracy Zoning Map (see Figure 6). The Project would require a General Plan Amendment to change the designation from Office (O) to Commercial (C).

The C land use designation allows for a relatively wide range of uses but focuses primarily on retail and consumer service activities that meet the needs of Tracy residents and employees as well as passthrough travelers. Office uses are allowed in commercially designated areas. Mixed-use development is also permitted in the Commercial designation. Appropriately scaled and designed residential development in the density ranges permitted in Residential High (RH) may

be allowed, and other residential densities may be allowed in Commercial districts in Areas of Special Consideration as identified in the City's General Plan. In addition, parks are allowed in the Commercial designation. Regardless of configuration, there should be an attempt in both locational criteria and design criteria to be as accessible and appealing to the pedestrian as possible to encourage walking and biking. Commercially designated land may have a maximum floor-area-ratio (FAR) of 1.0. The proposed use is consistent with the proposed C land use designation.

The GHC Zone is to provide areas for commercial activities which are automobile-oriented or for those uses which seek independent locations outside shopping centers or other business clusters. The GHC Zone is not to be confused with the Highway Service (HS) Zone which is applicable to freeway interchanges only. The proposed hotel use is consistent with the current GHC zoning requirements.

REQUESTED DEVELOPMENT APPLICATIONS AND OTHER APPROVALS

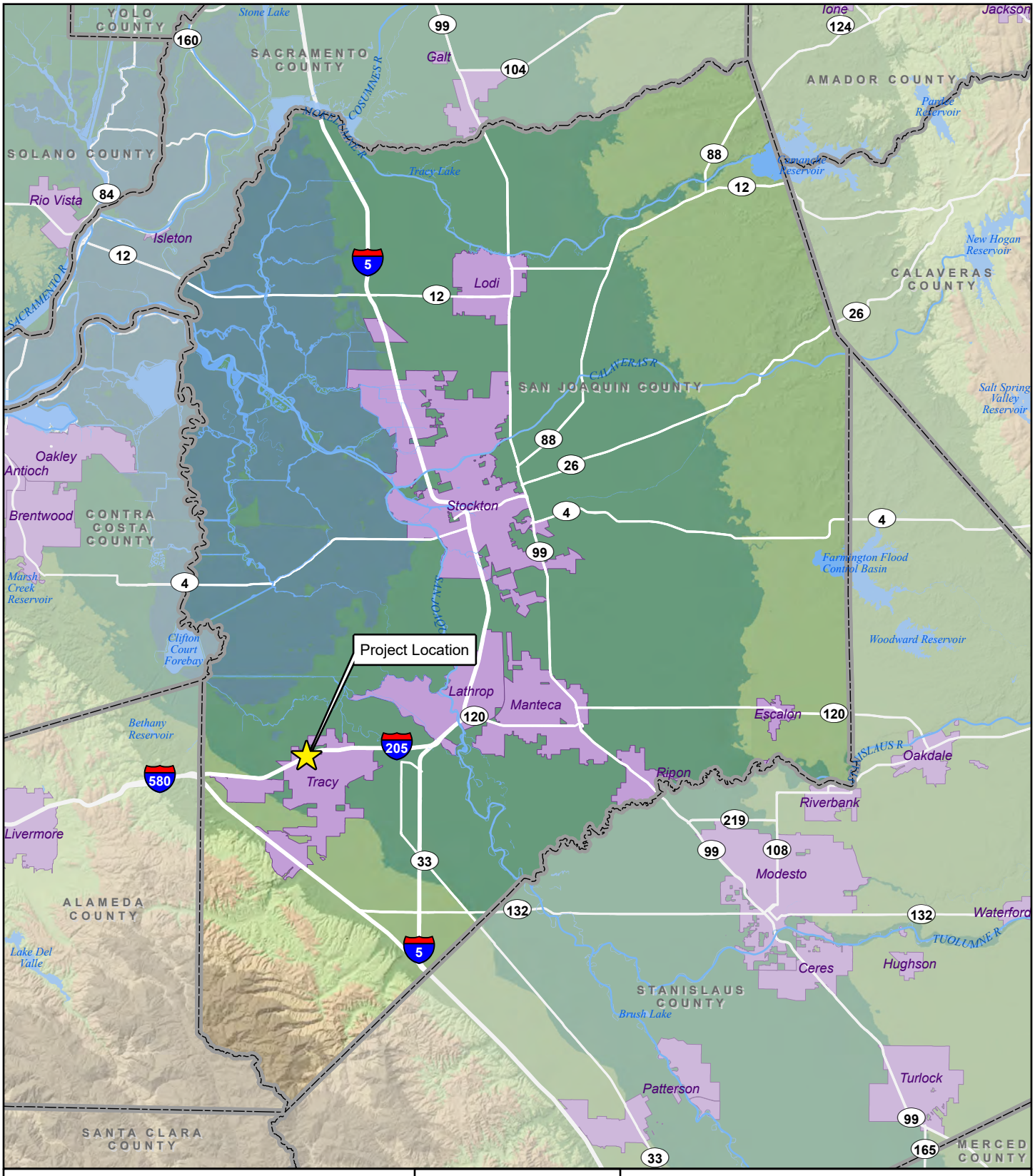
The City of Tracy is the Lead Agency for the proposed Project, pursuant to the State Guidelines for Implementation of CEQA, Section 15050.

If the City Council adopts the IS/MND in accordance with CEQA requirements, the City may use the IS/MND to support the following actions:

- General Plan Amendment of the property from O to C;
- Development Review Permit approval for building design, landscaping, and other site features;
- Building, grading, and other permits as necessary for Project construction;
- Adopting a Mitigation Monitoring and Reporting Program (MMRP).

The following agencies may rely on the adopted IS/MND to issue permits or approve certain aspects of the proposed Project:

- Regional Water Quality Control Board (RWQCB) – Construction activities would be required to be covered under the National Pollution Discharge Elimination System (NPDES);
- RWQCB – The Storm Water Pollution Prevention Plan (SWPPP) would be required to be approved prior to construction activities pursuant to the Clean Water Act;
- San Joaquin Valley Air Pollution Control District (SJVAPCD) – Construction activities would be subject to the SJVAPCD codes and requirements.



LEGEND

- Incorporated Area
- County Boundary

N

0 2½ 5

Miles

Tracy TRU by Hilton Project

Figure 1. Regional Project Location

Sources: San Joaquin County GIS. Map date: October 12, 2022.

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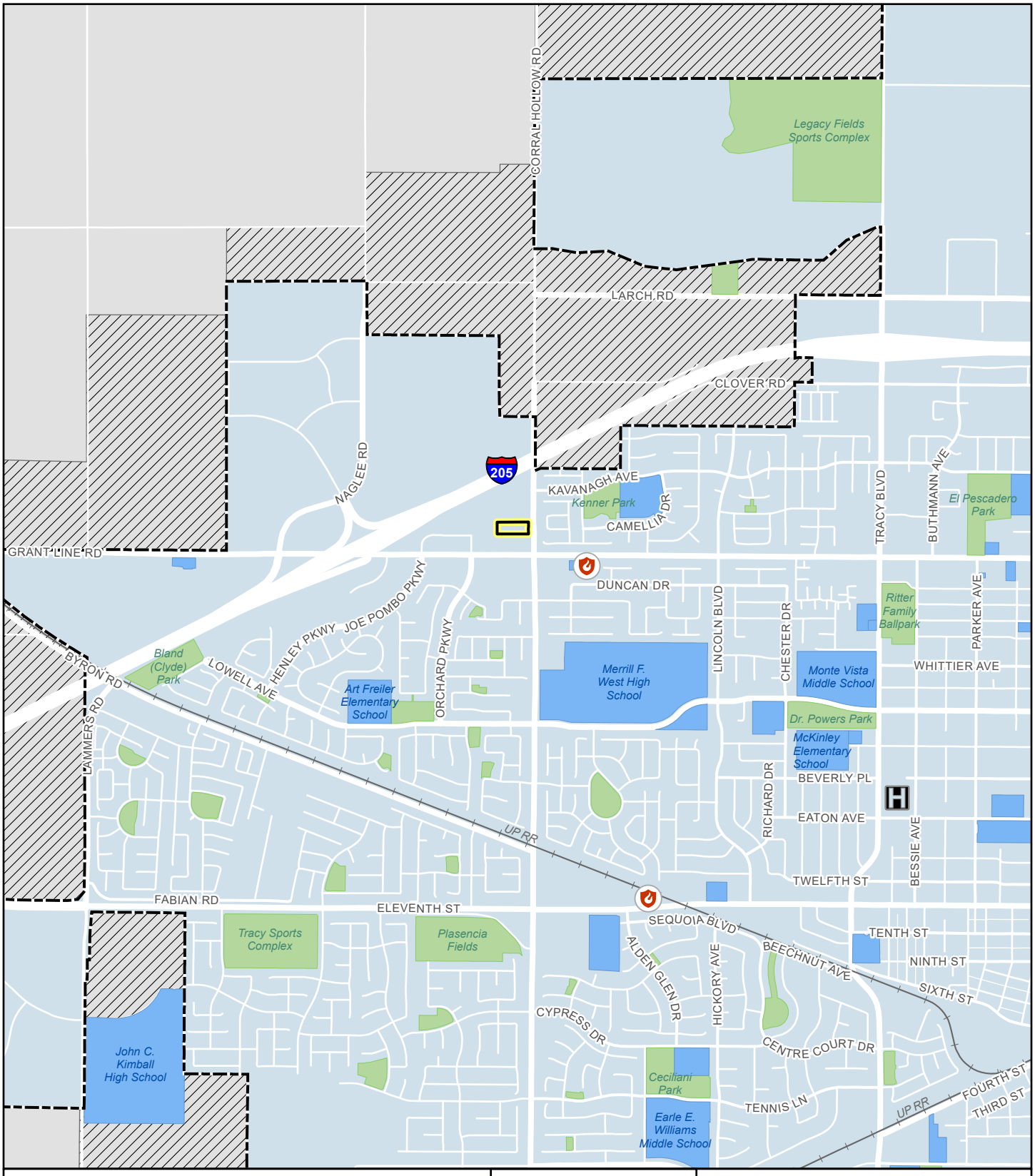

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI
- Tracy Fire Department Stations
- Sutter Tracy Community
- Schools
- Parks

N

0 1,000 2,000

Feet

Sources: San Joaquin County GIS. Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 2. Project Vicinity

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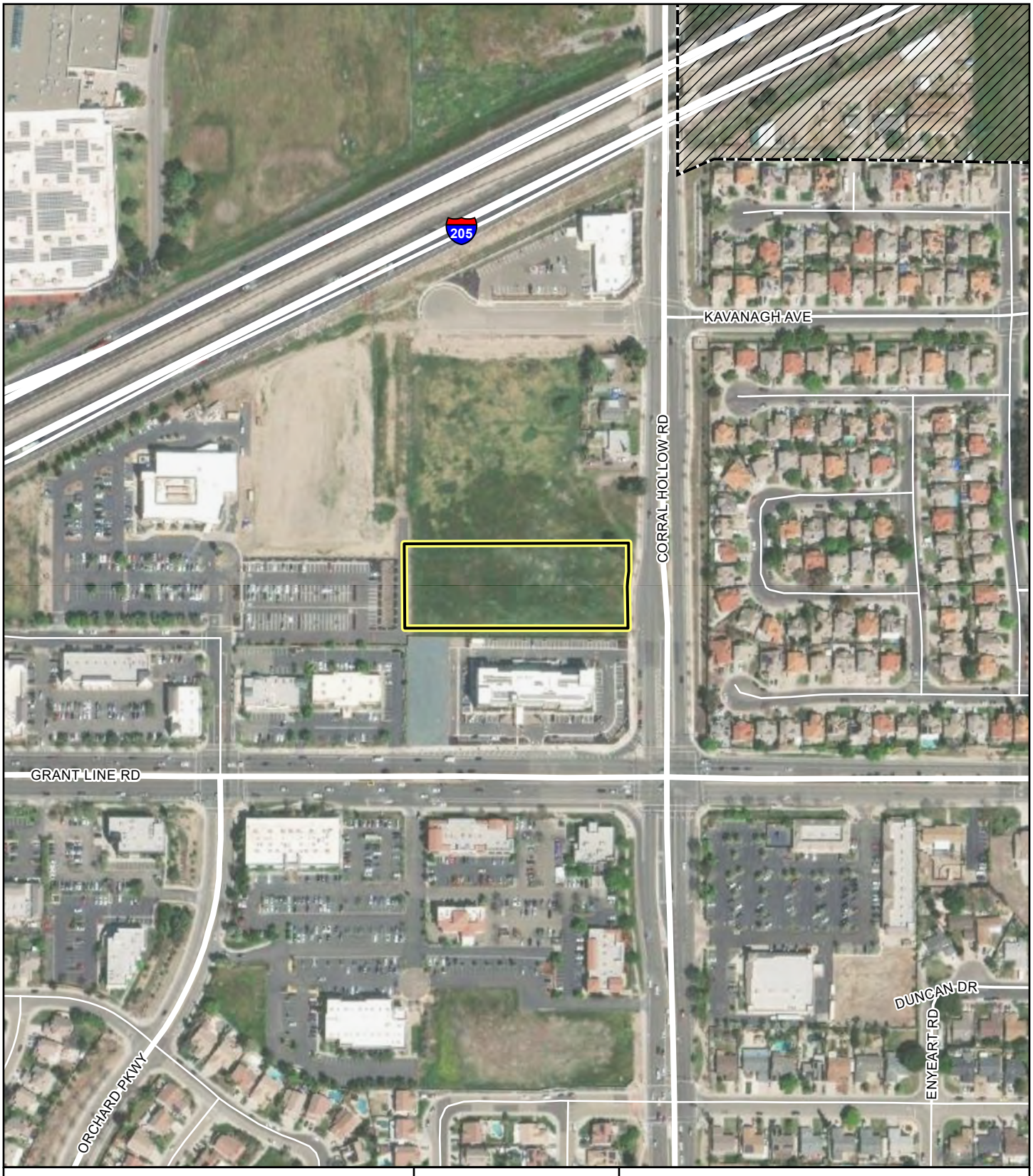

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI

N

0 100 200

Feet

Tracy TRU by Hilton Project

Figure 3. Aerial View of Project Site

Sources: San Joaquin County GIS. ArcGIS Online World Imagery Map Service(10/12/2022).
Map date: October 12, 2022.

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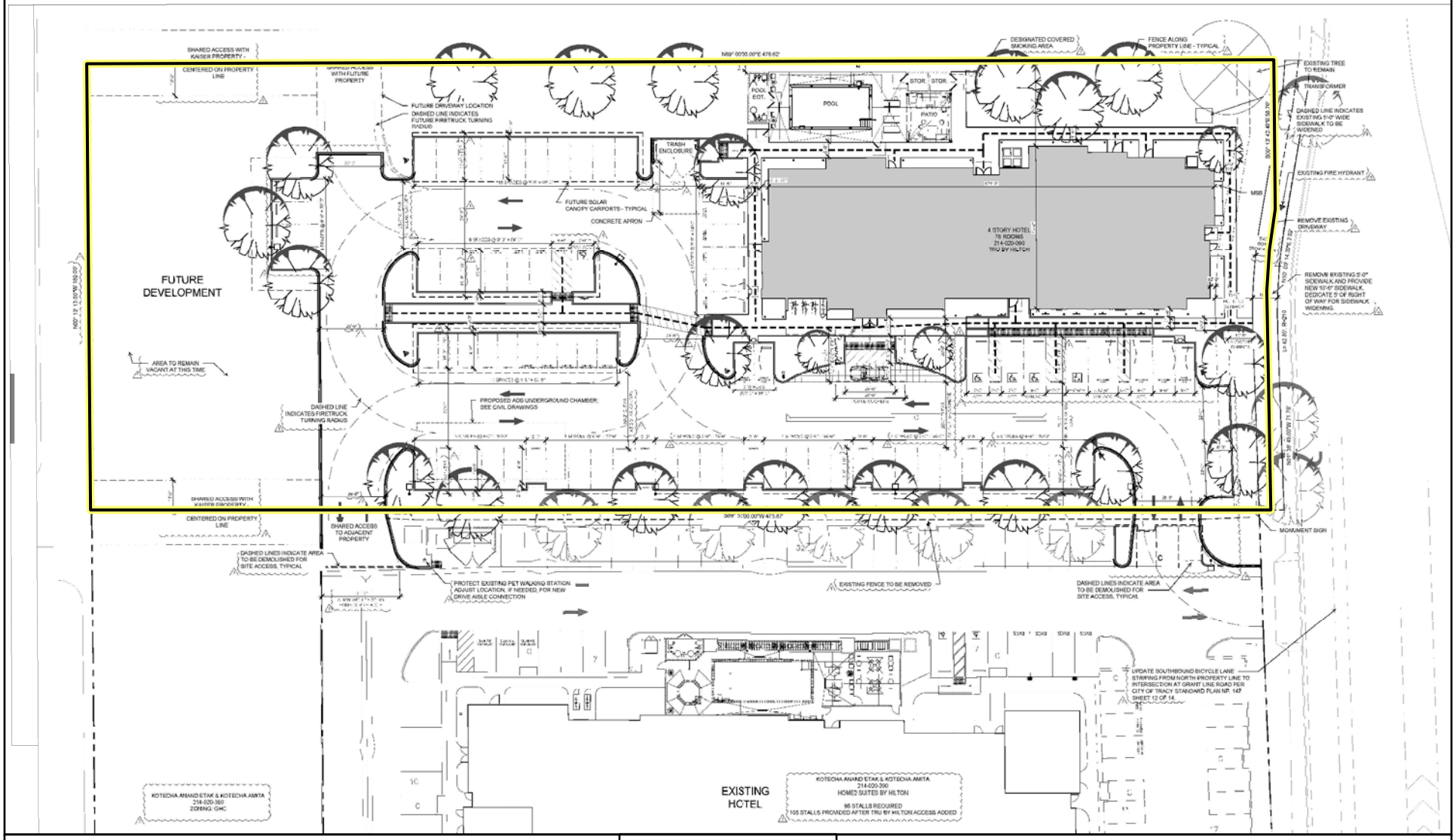

LEGEND

- Project Location
- New Building
- Indicates Accessible Route
- Ground Mounted Light Fixture - See Lighting Design Sheets
- Pole Light (1) Head Square with Pole - See Lighting Design Sheets
- 36" Bollard Light - See Lighting Design Sheets

0 25 50

Feet

Sources: RED INC ARCHITECTS. Map date: March 21, 2023.

Tracy TRU by Hilton Project

Figure 4. Site Plan

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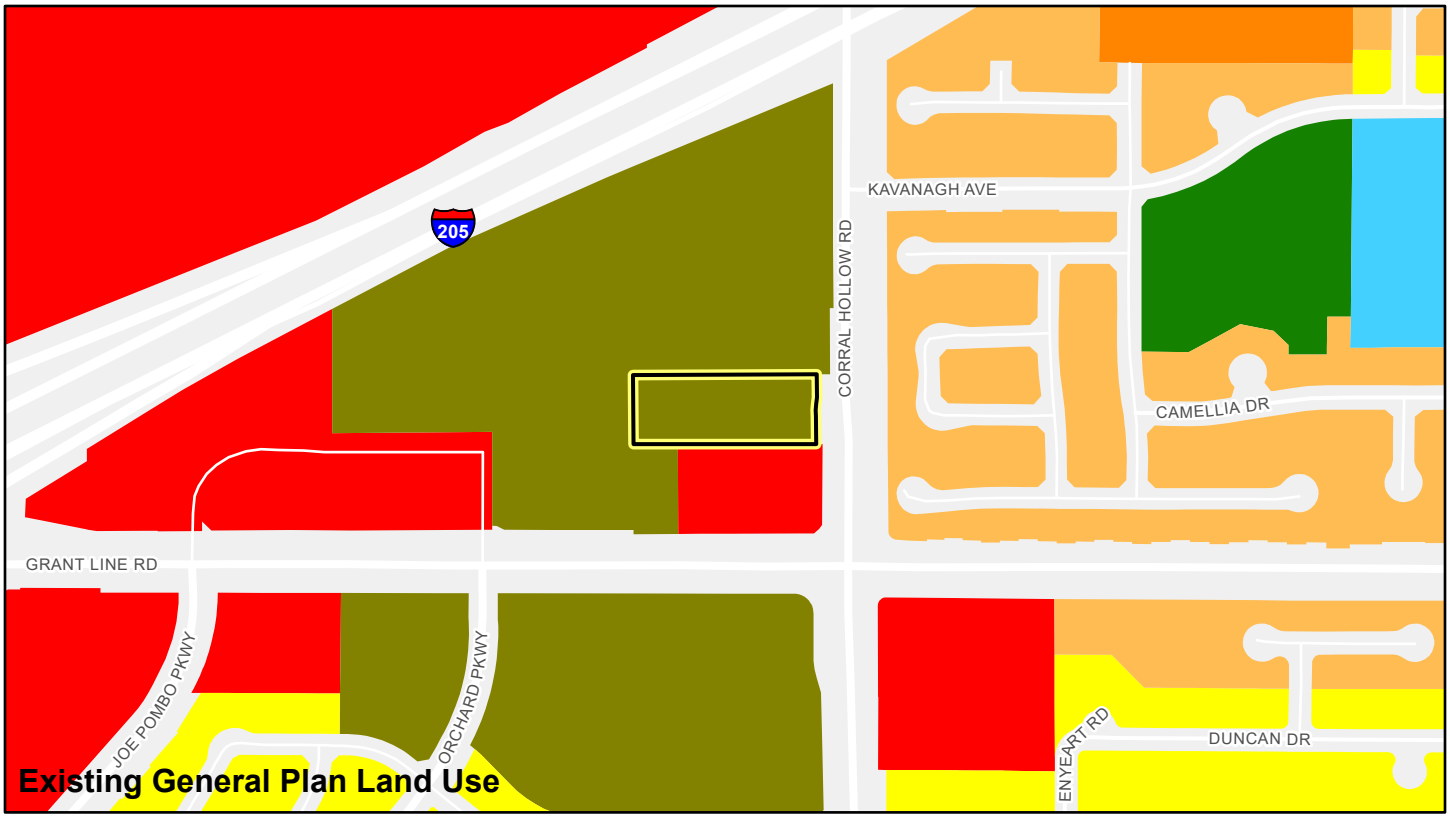

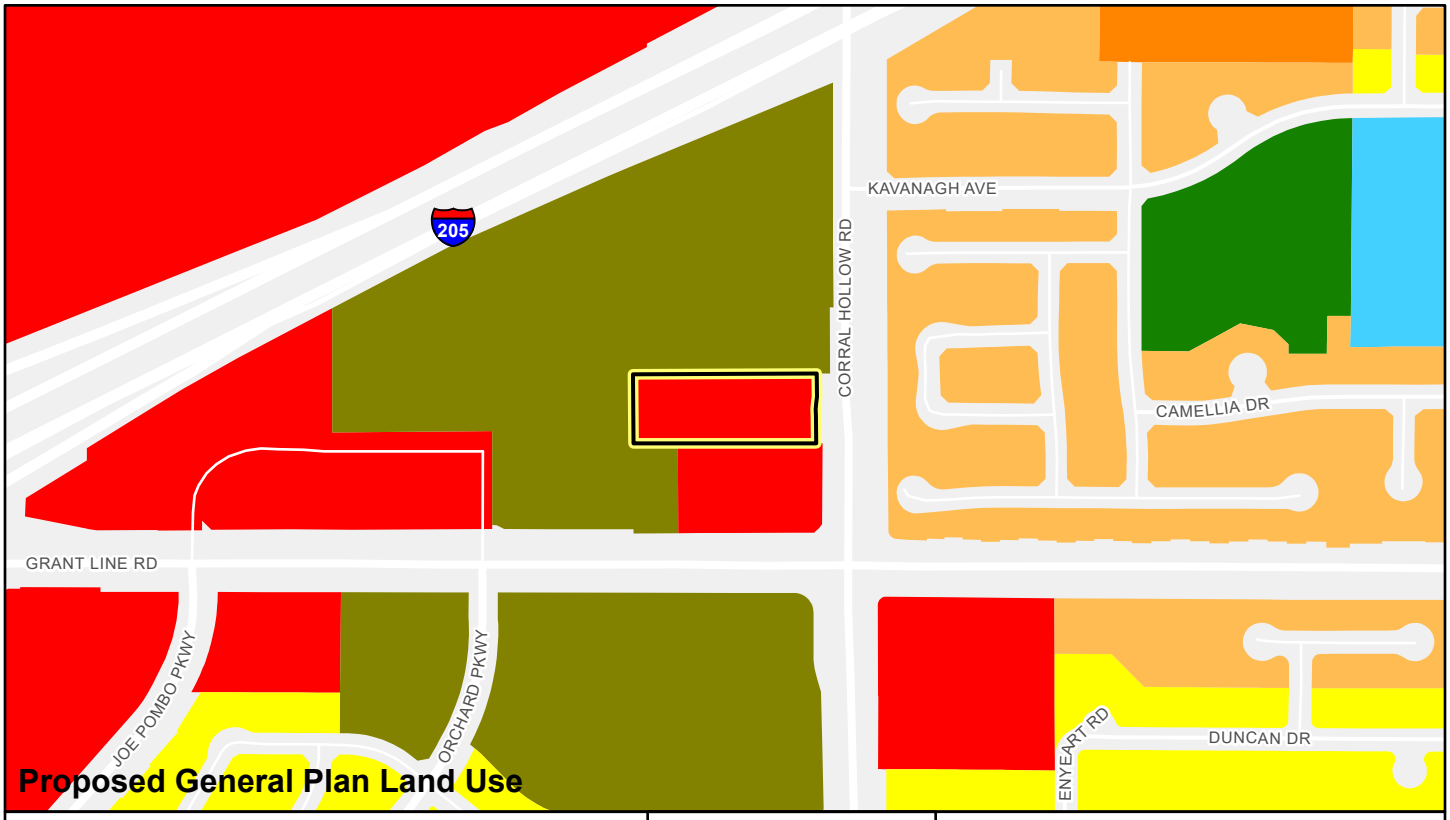

LEGEND

- Project Location

City of Tracy General Plan Land Use

- Commercial
- Office
- Park
- Public Facilities
- Residential High
- Residential Low
- Residential Medium

Sources: San Joaquin County GIS. Map date: October 12, 2022.

N

0 100 200

Feet

Tracy TRU by Hilton Project

Figure 5. Existing and Proposed General Plan Land Use Map

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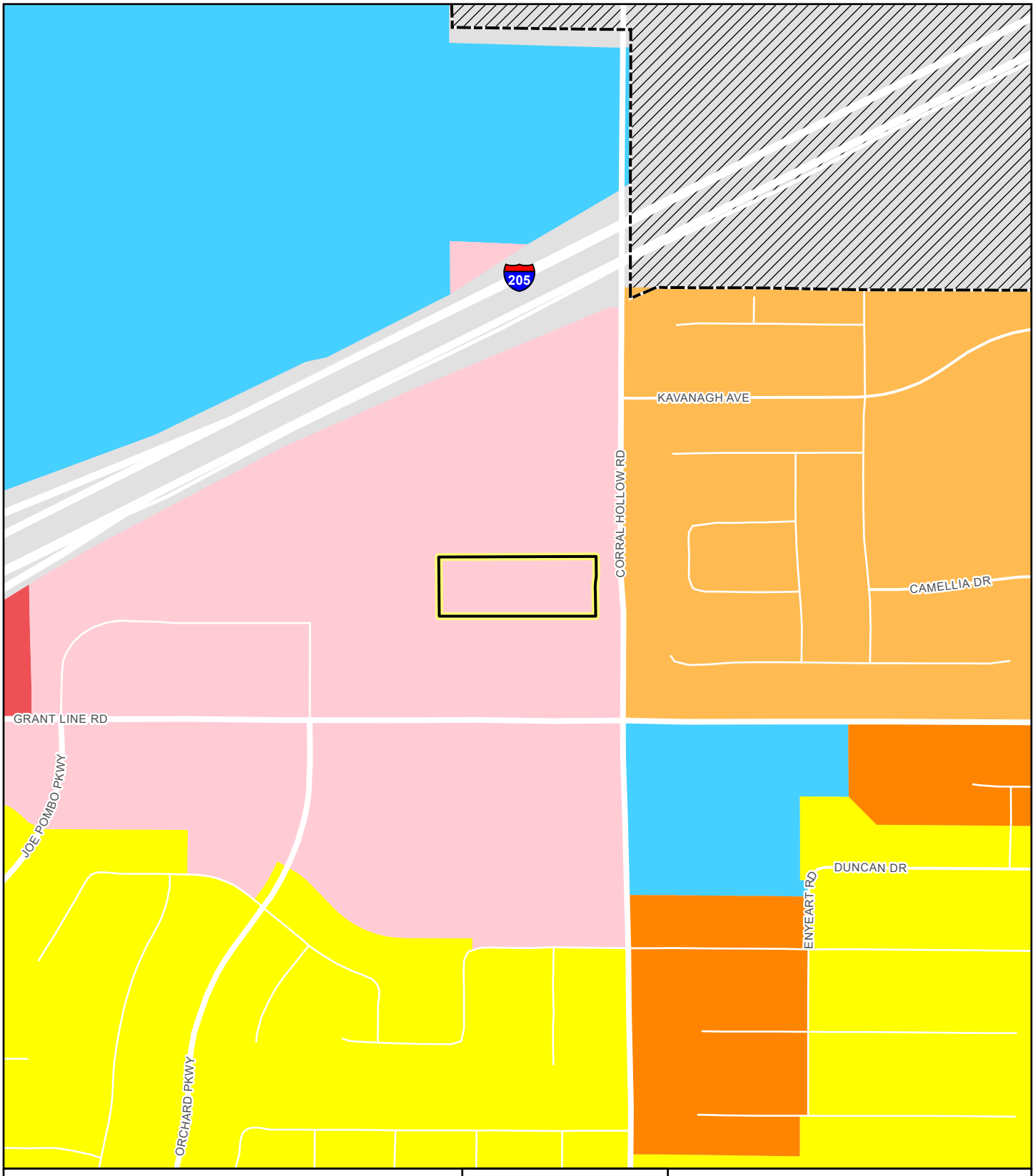

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI

City of Tracy Zoning

- GHC
- HS
- LDR
- MDC
- MDR
- PUD

N

0 100 200

Feet

Sources: San Joaquin County GIS. Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 6. Existing Zoning Map

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agriculture and Forest Resources		Air Quality
	Biological Resources		Cultural Resources		Geology and Soils
	Greenhouse Gasses		Hazards and Hazardous Materials		Hydrology and Water Quality
	Land Use and Planning		Mineral Resources		Noise
	Population and Housing		Public Services		Recreation
	Transportation and Traffic		Tribal Cultural Resources		Utilities and Service Systems
	Mandatory Findings of Significance				

DETERMINATION:

On the basis of this initial evaluation:

	I find that the proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
X	I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
	I find that the proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
	I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
	I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signature Date

EVALUATION INSTRUCTIONS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
    a) Earlier Analysis Used. Identify and state where they are available for review.
    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
    c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9) The explanation of each issue should identify:
    a) The significance criteria or threshold, if any, used to evaluate each question; and
    b) The mitigation measure identified, if any, to reduce the impact to less than significance

EVALUATION OF ENVIRONMENTAL IMPACTS:

In each area of potential impact listed in this section, there are one or more questions which assess the degree of potential environmental effect. A response is provided to each question using one of the four impact evaluation criteria described below. A discussion of the response is also included.

- Potentially Significant Impact. This response is appropriate when there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries, upon completion of the Initial Study, an EIR is required.
- Less than Significant With Mitigation Incorporated. This response applies when the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact". The Lead Agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- Less than Significant Impact. A less than significant impact is one which is deemed to have little or no adverse effect on the environment. Mitigation measures are, therefore, not necessary, although they may be recommended to further reduce a minor impact.
- No Impact. These issues were either identified as having no impact on the environment, or they are not relevant to the Project.

ENVIRONMENTAL CHECKLIST

This section of the Initial Study incorporates the most current Appendix "G" Environmental Checklist Form, contained in the CEQA Guidelines. Impact questions and responses are included in both tabular and narrative formats for each of the 18 environmental topic areas.

I. AESTHETICS -- WOULD THE PROJECT:

	Potentially Significant Impact	***Less Than Significant with Mitigation Incorporation***	***Less Than Significant Impact***	***No Impact***
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. There are no designated scenic vistas located on or adjacent to the Project site. The Project site currently consists primarily of vacant, undeveloped land with ruderal grasses which are regularly disced and is surrounded by existing or future urban development. The vacant land to the north and northwest of the Project site is designated as Office by the City's General Plan, and I-205 is located further north.

The proposed Project uses are consistent and compatible with the surrounding land uses. Surrounding land uses include single family uses, W. Kavanagh Avenue, a commercial building (DaVita Grant Line Dialysis), and Interstate 205 (I-205) to the north, single-family residential uses to the east, commercial uses and single-family residential uses to the south, and commercial uses and I-205.

Implementation of the proposed Project would provide for additional hotel development in an area of the City that is adjacent to existing commercial development. The Project site is not topographically elevated from the surrounding lands, and is not highly visible from areas beyond the immediate vicinity of the site. There are no prominent features on the site, such as extensive trees, rock outcroppings, or other visually distinctive features that contribute to the scenic

quality of the site. The Project site is not designated as a scenic vista by the City of Tracy General Plan.

Implementation of the proposed Project would not significantly change the existing visual character of the Project area, as much of the areas immediately adjacent to the site are used for commercial purposes. Furthermore, the General Plan designates this area as Office, which is intended to provide for the maintenance and expansion of the job and economic base of the City of Tracy and to provide more Tracy residents with the potential to work in the City. The Project is consistent with the adopted Statement of Overriding Considerations, and uses established by the General Plan. Implementation of the proposed Project would introduce a hotel building to the Project area that would be generally consistent with the surrounding commercial developments, and consistent with the intended uses established by the Tracy General Plan. Therefore, this impact is considered **less than significant**.

Response b): Less than Significant. As described in the Tracy General Plan EIR**,** there are two Officially Designated California Scenic Highway segments in the Tracy Planning Area, which extend a total length of 16 miles. The first designated scenic highway is the portion of I-580 between I-205 and I-5, which offers views of the Coast Range to the west and the Central Valley's urban and agricultural lands to the east. The second scenic highway is the portion of I-5 that starts at I-205 and continues south to Stanislaus County, which allows for views of the surrounding agricultural lands and the Delta-Mendota Canal and California Aqueduct.

The Project site lies approximately 5.3 miles northeast of the I-580 scenic highway. The Project site is approximately 6.0 miles west of the I-5 scenic highway and is not visible from the Project site. Additionally, the Project site is not visible from the I-580 corridor. The Project site is consistent with the surrounding commercial uses and consists of a four-story hotel structure. The structures proposed as part of the Project present no more visual prominence within the development area relative to the existing development. Existing commercial buildings in the vicinity are one to three stories. Distant background views would remain roughly equal to existing conditions.

The Project site is not visible from any of the above-referenced scenic highways. The Project site contains one tree along the eastern boundary of the site. As shown in the landscaping plan, the tree would be retained. Development of the proposed Project would not result in the removal of any rock outcroppings, or buildings of historical significance, and would not result in substantial changes to the viewsheds from the designated scenic highways in the vicinity of the City of Tracy. Therefore, this is a **less than significant** impact.

Response c): Less than Significant. The CEQA definition for an "Urbanized area" means a central city or a group of contiguous cities with a population of 50,000 or more, together with adjacent densely populated areas having a population density of at least 1,000 persons per square mile. In addition, to be considered an Urbanized area according to CEQA, projects must also be within the boundary of a map prepared by the U.S. Bureau of the Census which designates the area as urbanized area. According to the U.S. Bureau of the Census, the Project site is mapped and designated as urbanized area. In addition, the Project site is located within the City of Tracy,

which has an estimated population of approximately 94,538 people; meaning the Project site is within an urbanized area and subjected to applicable zoning or other regulation governing scenic quality. Development of the Project site would convert the Project site from its existing state to a hotel use.

The proposed Project would add a commercial use to an area that currently contains numerous commercial buildings. The proposed Project would be visually compatible with the surrounding commercial uses. Site specific characteristics would change the site from vacant land to commercial uses. However, taking into account the scope and location of the proposed Project relative to the surrounding area uses, this would not greatly alter the area's overall visual character.

Additionally, the Project is subject to the City of Tracy's development and design review criteria, which would ensure that the exterior facades of the proposed structures, landscaping, streetscape improvements and exterior lighting improvements are compatible with the surrounding land uses. Additionally, the proposed Project includes extensive planting of new trees and other vegetation. Overall, Project implementation would not conflict with the applicable zoning and other regulations governing scenic quality. Therefore, this impact is considered **less than significant**.

Response d): Less than Significant. Daytime glare can occur when the sunlight strikes reflective surfaces such as windows, vehicle windshields and shiny reflective building materials. The proposed Project would introduce new commercial structures into the Project site; however, reflective building materials are not proposed for use in the Project, and as such, the Project is not anticipated to result in increases in daytime glare.

The proposed Project would include exterior lighting around the proposed structures. The City of Tracy Standard Plan #140 establishes street light standards, and requirements for light illumination. Exterior lighting on new projects is also regulated by the Tracy Municipal Code, 10.08.4000 (a), which specifies that the site plan and architectural review package includes an exterior lighting standards and devices review. The City addresses light and glare issues on a case-by-case basis during Project approval and typically adds requirements as a condition of Project approval to shield and protect against light spillover from one property to the next as required by Tracy Municipal Code Section 10.08.3530(h).

A lighting plan for the Project is included in the Plan Set. The lighting plan shows that exterior Project lighting has been designed to minimize light spillage onto adjacent properties to the greatest extent feasible. Therefore, this impact would be **less than significant**.

II. AGRICULTURE AND FOREST RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X	
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1222(g)) or timberland (as defined in Public Resources Code section 4526)?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. The Project site is designated as Vacant or Disturbed Land by the Farmland Mapping and Monitoring Program and the California Department of Conservation.[1] Figure 7 identifies important farmlands, as mapped by the California Department of Conservation, on and near the Project site. The Project site has been historically used for agricultural production. Due to the existing surrounding land uses, the Project site is not suitable for agricultural production and agricultural operations.

The potential environmental impacts from development of the site for urban uses and the associated removal of prime farmland soil for agricultural use were considered and addressed in the City of Tracy General Plan and Final EIR. There, it was determined that buildout of the General Plan would result in the conversion of Prime Farmland, Unique Farmland and Farmland of Statewide Importance to urban uses. The General Plan Draft EIR found this to be a significant and unavoidable impact. On February 1, 2011, the Tracy City Council adopted a Statement of Overriding Considerations (Resolution 2011-028) for the loss of prime agricultural land resulting from adoption of the Plan and EIR, and provided mitigation measures for the agricultural land lost to development in the City of Tracy's urbanized areas. Mitigation measures included the implementation of a "Right to Farm" ordinance by the City (Tracy Municipal Code Chapter 10.24 et seq.), intended to preserve and protect existing agricultural operations within the

[1] Available at: http://maps.conservation.ca.gov/ciff/ciff.html.

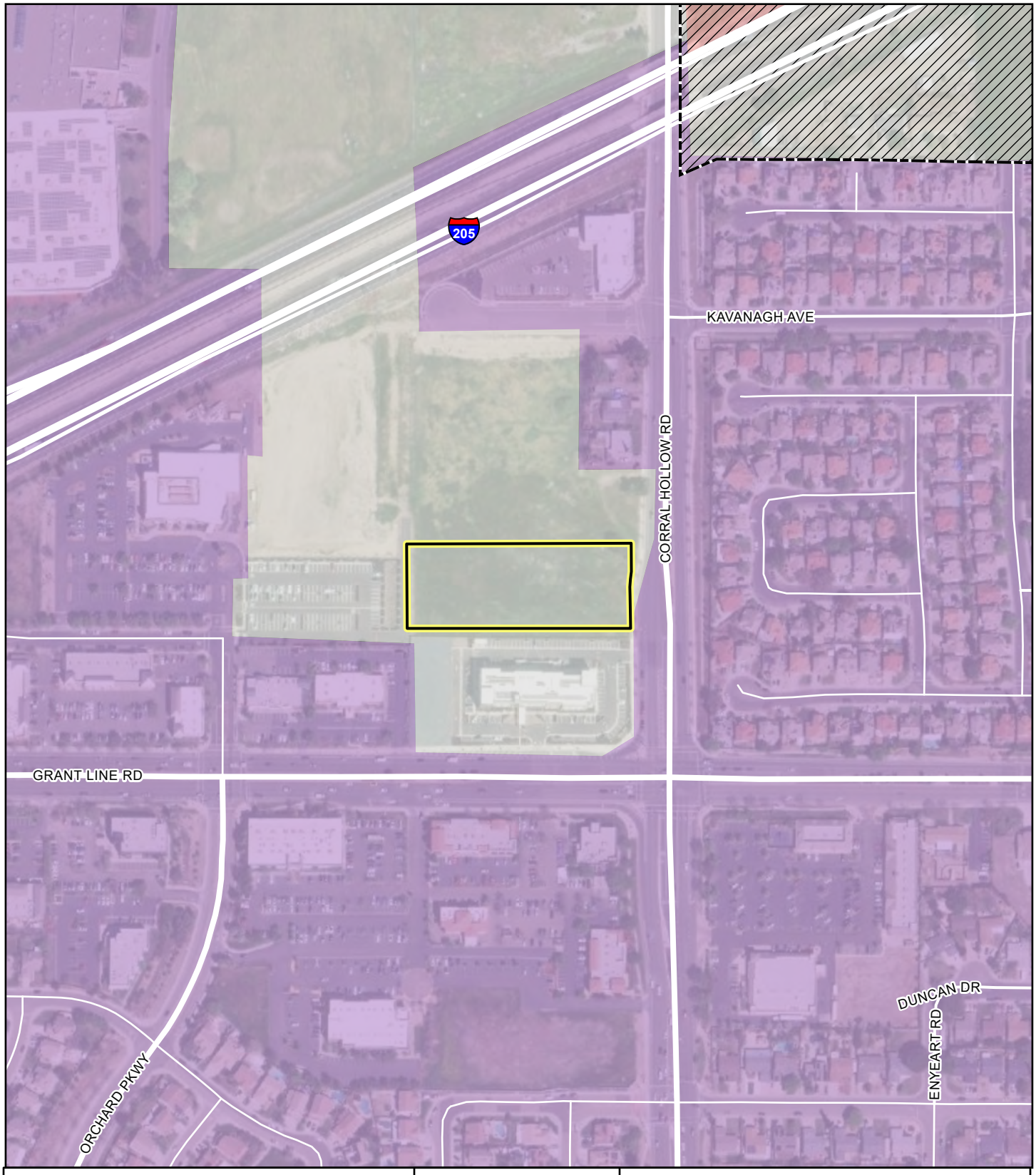
incorporated City, and participation in the City's agricultural mitigation fee program (Tracy Municipal Code, Chapter 13.26).

The proposed Project site is designated Office, which is intended for future urban land uses in the Tracy General Plan. As such, implementation of the proposed Project would not create new impacts over and above those identified in the General Plan Final EIR, nor significantly change previously identified impacts. Therefore, this would be considered a **less than significant** impact.

Response b): No Impact. The Project site is not under a Williamson Act Contract, nor are any of the parcels immediately adjacent to the Project site under a Williamson Act Contract. Therefore, implementation of the proposed Project would not conflict with a Williamson Act Contract. The Project site is currently zoned GHC by the City's Zoning Map. As such, the proposed Project would not conflict with any agricultural zoning or Williamson Act Contract. There is **no impact**.

Responses c) and d): No Impact. The Project site is located in an area consisting of residential and commercial development. One tree is present on the Project site; however, this tree is ornamental in nature. There are no forest resources on the Project site or in the immediate vicinity of the Project site. Therefore, development of the Project would result in **no impact**.

Response e): Less than Significant. As described under Responses (a) above, the proposed Project site has previously been used for agricultural purposes, but is not designated or zoned for agricultural uses. The proposed Project is identified for urban land uses in the Tracy General Plan. The proposed Project is consistent with the overriding considerations that were adopted for the General Plan. As such, implementation of the proposed Project would not create new impacts over and above those identified in the General Plan Final EIR, nor significantly change previously identified impacts. Therefore, implementation of the proposed Project would result in a **less than significant** impact.



LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI
- Vacant or Disturbed Land
- Rural Residential Land
- Urban and Built-Up Land

N

0 100 200

Feet

Sources:California Department of Conservation Farmland Mapping and Monitoring Program; San Joaquin County GIS. ArcGIS Online World Imagery Map Service(10/12/2022).
Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 7. Important Farmland Map

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

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III. AIR QUALITY -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Conflict with or obstruct implementation of the applicable air quality plan?		X		
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

EXISTING SETTING

The Project site is located within the boundaries of the San Joaquin Valley Air Pollution Control District (SJVAPCD). This agency is responsible for monitoring air pollution levels and ensuring compliance with federal and state air quality regulations within the San Joaquin Valley Air Basin (SJVAB) and has jurisdiction over most air quality matters within its borders.

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b), c): Less than Significant with Mitigation. Air quality emissions would be generated during construction of the proposed Project and during operation of the proposed Project. Construction-related air quality impacts and operational air quality impacts are addressed separately below.

Construction-Related Emissions

The SJVAPCD has published guidance on determining CEQA applicability, significance of impacts, and potential mitigation of significant impacts, in the SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts (GAMAQI). The SJVAPCD has established thresholds of significance for criteria pollutant emissions, which are based on District New Source Review (NSR) offset requirements for stationary sources. Using project type and size, the SJVAPCD has pre-quantified emissions and determined a size below which it is reasonable to conclude that a project would not exceed applicable thresholds of significance for criteria pollutants. In the interest of streamlining CEQA requirements, projects that fit the descriptions and project sizes provided in the SJVAPCD Small Project Level (SPAL) are deemed to have a less than significant impact on air quality and, as such, are excluded from quantifying criteria pollutant emissions for CEQA purposes.

The SJVAPCD's approach to analysis of construction impacts is that quantification of construction emissions is not necessary if an Initial Study demonstrates that construction emissions would less than significant based on the SJVAPCD SPAL screening levels (SJVAPCD, 2015). The proposed Project would only generate a very small number of vehicle trips during its construction and operational phases and would not require a large Project area (far less than the SPAL screening threshold of 1,673 daily trips for commercial land uses, and 200 units for the hotel land use, respectively). Specifically, the Project would only include 78 hotel rooms and, as provided in the Transportation Analysis provided by Kimley Horn (2023), only generate approximately 623 daily trips. Based on these Project characteristics, the proposed Project would be deemed to have a less than significant impact on air quality under the SPAL guidelines (SJVAPCD, 2015). As such, the proposed Project is excluded from quantifying criteria pollutant emissions for CEQA purposes.

However, regardless of emission quantities, the SJVAPCD requires construction related mitigation in accordance with their rules and regulations. Implementation of the following mitigation measures in addition to compliance with all applicable measures from SJVAPCD Rule VIII would ensure that the Project would have a **less than significant** impact related to construction emissions.

MITIGATION MEASURE(S)

Mitigation Measure AIR-1*: Prior to the commencement of grading activities, the contractor hired to complete the grading activities shall prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval. The Project applicant shall comply with all applicable APCD requirements prior to commencement of grading activities.*

Mitigation Measure AIR-2*: The following mitigation measures, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the Project's contractor during all phases of Project grading and construction to reduce fugitive dust emissions:*

- *Water previously disturbed exposed surfaces (soil) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Water all haul roads (unpaved) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Reduce speed on unpaved roads to less than 5 miles per hour.*
- *Reduce the amount of disturbed surface area at any one time pursuant to the scope of work identified in approved and permitted plans.*
- *Restrict vehicular access to the area to prevent unlawful entry to disturbed areas and limit unnecessary onsite construction traffic on disturbed surfaces. Restriction measures may include fencing or signage as determined appropriate by the City.*

- *Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).*
- *Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.*

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

Operational-Related Emissions

For the purposes of this operational air quality analysis, actions that violate Federal standards for criteria pollutants (i.e., primary standards designed to safeguard the health of people considered to be sensitive receptors while outdoors and secondary standards designed to safeguard human welfare) are considered significant impacts. Additionally, the SJVAPCD has established operations related emissions thresholds of significance as follows: 10 tons per year of oxides of nitrogen (NO_x), 10 tons per year of reactive organic gases (ROG), and 15 tons per year particulate matter of 10 microns or less in size (PM_{10}) and 15 tons per year particulate matter of 2.5 microns or less in size ($PM_{2.5}$). Additionally, as discussed previously, the SJVAPCD has established thresholds of significance for criteria pollutant emissions, which are based on District NSR offset requirements for stationary sources. Using project type and size, the SJVAPCD has pre-quantified emissions and determined a size below which it is reasonable to conclude that a project would not exceed applicable thresholds of significance for criteria pollutants.

The proposed Project is smaller in scope and size than the SJVAPCD's SPAL for hotel uses (200 rooms). Therefore, localized CO modeling is not warranted for this Project.

Rule 9510 Indirect Source Review

District Rule 9510 requires developers of large residential, commercial and industrial projects to reduce smog-forming (NOx) and particulate (PM_{10} and $PM_{2.5}$) emissions generated by their projects. The Rule applies to projects which, upon full build-out, will include 2,000 square feet of commercial space. Project developers are required to reduce:

- 20 percent of construction-exhaust nitrogen oxides;
- 45 percent of construction-exhaust PM_{10};
- 33 percent of operational nitrogen oxides over 10 years; and
- 50 percent of operational PM_{10} over 10 years.

Developers are encouraged to meet these reduction requirements through the implementation of on-site mitigation; however, if the on-site mitigation does not achieve the required baseline emission reductions, the developer will mitigate the difference by paying an off-site fee to the District. Fees reduce emissions by helping to fund clean-air projects in the District.

The proposed Project includes development of a 78-room hotel. Therefore, the Project would be subject to the requirements of Direct Rule 9510. Additionally, the SJVAPCD has established thresholds of significance for criteria pollutant emissions, which are based on District New

Source Review (NSR) requirements. Projects with emissions below the thresholds of significance for criteria pollutants would be determined to "not conflict or obstruct implementation of the District's air quality plan." As such, the Project would result in **less than significant** air quality impacts, and would not conflict or obstruct implementation of the District's air quality plan. However, regardless of the emissions totals presented above, the Project is still subject to the requirements of SJVAPCD Rule 9510, as described above and required by Mitigation Measure AIR-3.

MITIGATION MEASURE(S)

Mitigation Measure AIR-3*: Prior to the issuance of any building permits, the Project applicant shall comply with the requirements of District Rule 9510, which is aimed at the following reductions:*

- *20 percent of construction-exhaust nitrogen oxides;*
- *45 percent of construction-exhaust PM10;*
- *33 percent of operational nitrogen oxides over 10 years; and*
- *50 percent of operational PM10 over 10 years.*

The Project applicant shall coordinate with SJVAPCD to develop measures and strategies to reduce operational emissions from the proposed Project. If feasible measures are not available to meet the emissions reductions targets outlined above, then the Project applicant may be required to pay an in-lieu mitigation fee to the SJVAPCD to off-set Project-related emissions impacts. If in-lieu fees are required, the Project applicant shall coordinate with the SJVAPCD to calculate the amount of the fees required to off-set Project impacts. The Project applicant shall provide verification of compliance to the City prior to the issuance of any building permits.

Response d): Less than Significant. Sensitive receptors are those parts of the population that can be severely impacted by air pollution. Sensitive receptors include children, the elderly, and the infirm. The closest sensitive receptors are located approximately 200 feet to the north and 175 feet to the east of the Project site.

Implementation of the proposed Project would not expose these or other nearby sensitive receptors to substantial pollutant concentrations. Air emissions would be generated during the construction phase of the Project. The construction phase of the Project would be temporary and short-term, and the implementation of Mitigation Measures AIR-1, AIR-2, and AIR-3 would greatly reduce pollution concentrations generated during construction activities.

Operation of the proposed Project would result in emissions primarily from vehicle trips. As described under Response a) – c) above, the proposed Project would not generate significant concentrations of air emissions. Impacts to sensitive receptors would be negligible and this is a **less than significant** impact.

Response e): Less than Significant. Operation of the proposed Project would not generate notable odors. The proposed Project includes development of hotel uses, which is compatible with the surrounding land uses. Occasional mild odors may be generated during landscaping

maintenance (equipment exhaust), but the Project would not otherwise generate odors. Trash receptacles would be provided in the northern portion of the site. The receptacles would have lids in order to contain potential odor from trash and waste. This is a **less than significant** impact and no mitigation is required.

IV. BIOLOGICAL RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		X		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		X		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		X		

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant with Mitigation. A background search of special-status species within one mile of the Project site that are documented in the California Natural Diversity Database (CNDDB) was completed. Figure 8 illustrates the special-status species records located within the nine-quadrangle radius of the Project site.

Special-status invertebrates that occur within the San Joaquin County region include: longhorn fairy shrimp, vernal pool fairy shrimp, and midvalley fairy shrimp, which requires vernal pools and swale areas within grasslands; and the valley elderberry longhorn beetle, which is an insect that is only associated with blue elderberry plants, oftentimes in riparian areas and sometimes on land in the vicinity of riparian areas. The Project site does not contain essential habitat for these special status invertebrates. Additionally, no CNDDB records of the aforementioned special-status invertebrates exist within one-mile of the Project site. Implementation of the

proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Special-status reptiles and amphibians that occur within the region include the western pond turtle, which requires aquatic environments located along ponds, marshes, rivers, and ditches; the California tiger salamander, which is found is grassland habitats where there are nearby seasonal wetlands for breeding; the silvery legless lizard, which is found in sandy or loose loamy soils under sparse vegetation with high moisture content; San Joaquin whipsnake, which requires open, dry habitats with little or no tree cover with mammal burrows for refuge; the Alameda whipsnake, which is restricted to valley-foothill hardwood habitat on south-facing slopes; the California horned lizard, which occurs in a variety of habitats including, woodland, forest, riparian, and annual grasslands, usually in open sandy areas; the foothill yellow-legged frog, which occurs in partly shaded and shallow streams with rocky soils; the California red legged frog, which occurs in stream pools and ponds with riparian or emergent marsh vegetation; and the western spadefoot toad, which requires grassland habitats associated with vernal pools.

No CNDDB records of the aforementioned special-status reptiles or amphibians exist within one-mile of the Project site. The Project site does not contain essential habitat for these special status reptiles and amphibians. Implementation of the proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Numerous special-status plant species are known to occur in the region. Many of these special status plant species require specialized habitats such as serpentine soils, rocky outcrops, slopes, vernal pools, marshes, swamps, riparian habitat, alkali soils, and chaparral, which are not present on the Project site. The Project site is located in an area that was likely valley grassland prior to human settlement, and there are several plant species that are found in valley and foothills grasslands areas. These species include large-flowered fiddleneck, bent-flowered fiddleneck, big balsamroot, big tarplant, round-leaved filaree, Lemmon's jewelflower, and showy golden madia. Human settlement has involved a high frequency of ground disturbance associated with the historical farming activities in the region, including the Project site.

CNDDB records of two special-status plant species exist within one mile of the Project site: big tarplant and caper-fruited tropidocarpum. The Project site does not contain suitable habitat for special-status plant species, and these species are not expected to be present on the site due to ongoing site disturbance. Implementation of the proposed Project would have a **less than significant** impact on these species. No mitigation is necessary.

Special-status birds that occur within the region include tricolored blackbird, Swainson's hawk, northern harrier, and bald eagle, which are associated with streams, rivers, lakes, wetlands, marshes, and other wet environments; loggerhead shrike, and burrowing owl, which lives in open areas, usually grasslands, with scattered trees and brush; and raptors that are present in varying habitats throughout the region.

Swainson's Hawk. The Swainson's hawk is threatened in California and is protected by the California Department of Fish and Wildlife (CDFW) and the Migratory Bird Treaty Act (MBTA).

Additionally, Swainson's hawk foraging habitat is protected by the CDFW. Swainson's hawks forage in open grasslands and agricultural fields and commonly nest in solitary trees and riparian areas in close proximity to foraging habitat. The foraging range for Swainson's hawk is ten miles from its nesting location. There is one documented occurrence of Swainson's hawk within one mile of the Project site; although not of high quality, potentially suitable nesting habitat for this species occurs within the on-site tree along the eastern site boundary. Additionally, the site and the surrounding open grassland habitat will provide low to medium quality foraging opportunities for local Swainson's hawks. The San Joaquin Council of Governments (SJCOG) administers the San Joaquin County Multi- Species Open Space and Conservation Plan (SJMSCP) for the region. The proposed Project would require coverage under the SJMSCP. SJCOG would apply incidental take minimization measures for the Project. As such, impacts to Swainson's hawk are **less than significant** with implementation of Mitigation Measure BIO-1.

Burrowing Owls. Burrowing owls are a California Species of Special Concern and are protected by the CDFW and the MBTA. Burrowing owls forage in open grasslands and shrublands and typically nest in old ground squirrel burrows. There are four documented occurrences of burrowing owls within one mile of the Project site. The nearest documented occurrence of burrowing owl is located approximately 0.26 miles north of the northern boundary of the Project site. The Project site contains suitable, but not high quality, habitat for burrowing owls. The Project site is near to other lands that are currently undeveloped that offer foraging and roosting habitat for wintering or breeding owls. Overall, there is the potential for burrowing owls to occupy the site. While considered unlikely, this is considered potentially significant impact.

The proposed Project would require coverage under the SJMSCP and SJCOG would apply incidental take minimization measures for the Project. In addition, implementation of Mitigation Measure BIO-1 would ensure that burrowing owls are not impacted during construction activities. Implementation of Mitigation Measure BIO-1 would ensure a **less than significant** impact to burrowing owls.

Tricolored Blackbird. Tricolored blackbirds are a California Species of Special Concern and are protected by the CDFW and the MBTA. Tricolored blackbirds nest in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields. Tricolored blackbird habitat must be large enough to support 50 pairs and likely requires water at or near the nesting colony. The Project site does not contain suitable habitat for tricolored blackbirds. As such, impacts to tricolored blackbirds are **less than significant**.

Participation in the SJMSCP is recommended for all new projects on previously undeveloped land in Tracy. Although the likelihood for the occurrence of any special status plant or wildlife species on the site is extremely low, the implementation of Mitigation Measure BIO-2 would ensure that special status plant or wildlife species are protected throughout the region. Impacts to special status plant or wildlife species would be reduced to a **less than significant** level with mitigation.

MITIGATION MEASURE(S)

Mitigation Measure BIO-1*: Prior to the commencement of grading activities or other ground disturbing activities on the Project site, the Project applicant shall arrange for a*

qualified biologist to conduct a preconstruction survey for western burrowing owls in accordance with SJMSCP requirements. If no owls or owl nests are detected, then construction activities may commence. If burrowing owls or occupied nests are discovered, then the following shall be implemented:

- *During the breeding season (February 1 through September 1) occupied burrows shall not be disturbed and shall be provided with a 75 meter protective buffer until and unless the SJCOG Technical Advisory Committee (TAC), with the concurrence of the Permitting Agencies' representatives on the TAC; or unless a qualified biologist approved by the Permitting Agencies verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow can be destroyed. They should only be destroyed by a qualified biologist using passive one-way eviction doors to ensure that owls are not harmed during burrow destruction. Methods for removal of burrows are described in the California Department of Fish and Game's Staff Report on Burrowing Owls (October, 1995).*
- *During the non-breeding season (September 1 through January 31) burrowing owls occupying the Project site should be evicted from the Project site by passive relocation as described in the California Department of Fish and Game's Staff Report on Burrowing Owls (Oct., 1995)*

Implementation of this mitigation shall occur prior to grading or site clearing activities. SJCOG shall be responsible for monitoring and a qualified biologist shall conduct surveys and relocate owls as required.

***Mitigation Measure BIO-2**: Prior to commencement of any grading activities, the Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through payment of development fees for conversion of open space lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. In addition, coverage includes incidental take avoidance and minimization measures for species that could be affected as a result of the proposed Project. There are a wide variety of incidental take avoidance and minimization measures contained in the SJMSCP that were developed in consultation with the USFWS, CDFW, and local agencies. The applicability of incidental takes avoidance and minimization measures are determined by SJCOG on a Project basis. The process of obtaining coverage for a Project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a) and California Fish and Game Code Section 2081. The Section 10(a) permit also serves as a special-purpose permit for the incidental take of those species that are also protected under the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species. The SJMSCP includes the implementation of an ongoing Monitoring Plan to ensure success in mitigating the habitat impacts that are covered. The SJMSCP Monitoring Plan includes an Annual Report process,*

Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan SJCOG.

Responses b): No Impact. Riparian natural communities support woody vegetation found along rivers, creeks and streams. Riparian habitat can range from a dense thicket of shrubs to a closed canopy of large mature trees covered by vines. Riparian systems are considered one of the most important natural resources. While small in total area when compared to the state's size, they provide a special value for wildlife habitat.

Over 135 California bird species either completely depend upon riparian habitats or use them preferentially at some stage of their life history. Riparian habitat provides food, nesting habitat, cover, and migration corridors. Another 90 species of mammals, reptiles, invertebrates and amphibians depend on riparian habitat. Riparian habitat also provides riverbank protection, erosion control and improved water quality, as well as numerous recreational and aesthetic values.

There is no riparian habitat or other sensitive natural communities located on the Project site. As such, the proposed Project would have **no impact** on these resources, and no mitigation is required.

Response c): Less than Significant. A wetland is an area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Wetlands are defined by regulatory agencies as having special vegetation, soil, and hydrology characteristics. Hydrology, or water inundation, is a catalyst for the formation of wetlands. Frequent inundation and low oxygen causes chemical changes to the soil properties resulting in what is known as hydric soils. The prevalent vegetation in wetland communities consists of hydrophytic plants, which are adapted to areas that are frequently inundated with water. Hydrophytic plant species have the ability to grow, effectively compete, reproduce, and persist in low oxygen soil conditions.

Below is a list of wetlands that are found in the Tracy planning area:

- Farmed Wetlands: This category of wetlands includes areas that are currently in agricultural uses. This type of area occurs in the northern portion of the Tracy Planning Area.
- Lakes, Ponds and Open Water: This category of wetlands includes both natural and human-made water bodies such as that associated with working landscapes, municipal water facilities and canals, creeks and rivers.
- Seasonal Wetlands: This category of wetlands includes areas that typically fill with water during the wet winter months and then drain enough to become ideal plant habitats throughout the spring and summer. There are numerous seasonal wetlands throughout the Tracy Planning Area.

- Tidal Salt Ponds and Brackish Marsh: This category of wetlands includes areas affected by irregular tidal flooding with generally poor drainage and standing water. There are minimal occurrences along some of the larger river channels in the northern portion of the Tracy Planning Area.

There are no wetlands located on the Project site. Therefore, this is a **less than significant** impact and no mitigation is required.

Response d): Less than Significant. The CNDDB record search did not reveal any documented wildlife corridors or nursery sites on or adjacent to the Project site. Furthermore, field surveys did not reveal any wildlife nursery sites on or adjacent to the Project site. Implementation of the proposed Project would have a **less than significant** impact. No mitigation is necessary.

Responses e), f): Less than Significant with mitigation. The Project site is located within the jurisdiction of the SJMSCP and is located within the Central/Southwest Transition Zone of the SJMSCP. The SJCOG prepared the Plan pursuant to a Memorandum of Understanding adopted by SJCOG, San Joaquin County, the United States Fish and Wildlife Service (USFWS), the CDFW, Caltrans, and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy in October 1978. On February 27, 2001, the Plan was unanimously adopted in its entirety by SJCOG. The City of Tracy adopted the Plan on November 6, 2001.

According to Chapter 1 of the SJMSCP, its key purpose is to "provide a strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region's agricultural economy; preserving landowner property rights; providing for the long-term management of plant, fish and wildlife species, especially those that are currently listed, or may be listed in the future, under the Federal Endangered Species Act (ESA) or the California Endangered Species Act (CESA); providing and maintaining multiple use Open Spaces which contribute to the quality of life of the residents of San Joaquin County; and, accommodating a growing population while minimizing costs to project proponents and society at large."

In addition, the goals and principles of the SJMSCP include the following:

- Provide a County-wide strategy for balancing the need to conserve open space and the need to convert open space to non-open space uses, while protecting the region's agricultural economy.
- Preserve landowner property rights.
- Provide for the long-term management of plant, fish, and wildlife species, especially those that are currently listed, or may be listed in the future, under the ESA or the CESA.
- Provide and maintain multiple-use open spaces, which contribute to the quality of life of the residents of San Joaquin County.
- Accommodate a growing population while minimizing costs to project proponents and society at large.

In addition to providing compensation for conversion of open space to non-open space uses, which affect plant and animal species covered by the SJMSCP, the SJMSCP also provides some compensation to offset impacts of open space conversions on non-wildlife related resources such as recreation, agriculture, scenic values and other beneficial open space uses. Specifically, the SJMSCP compensates for conversions of open space to urban development and the expansion of existing urban boundaries, among other activities, for public and private activities throughout the County and within Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy.

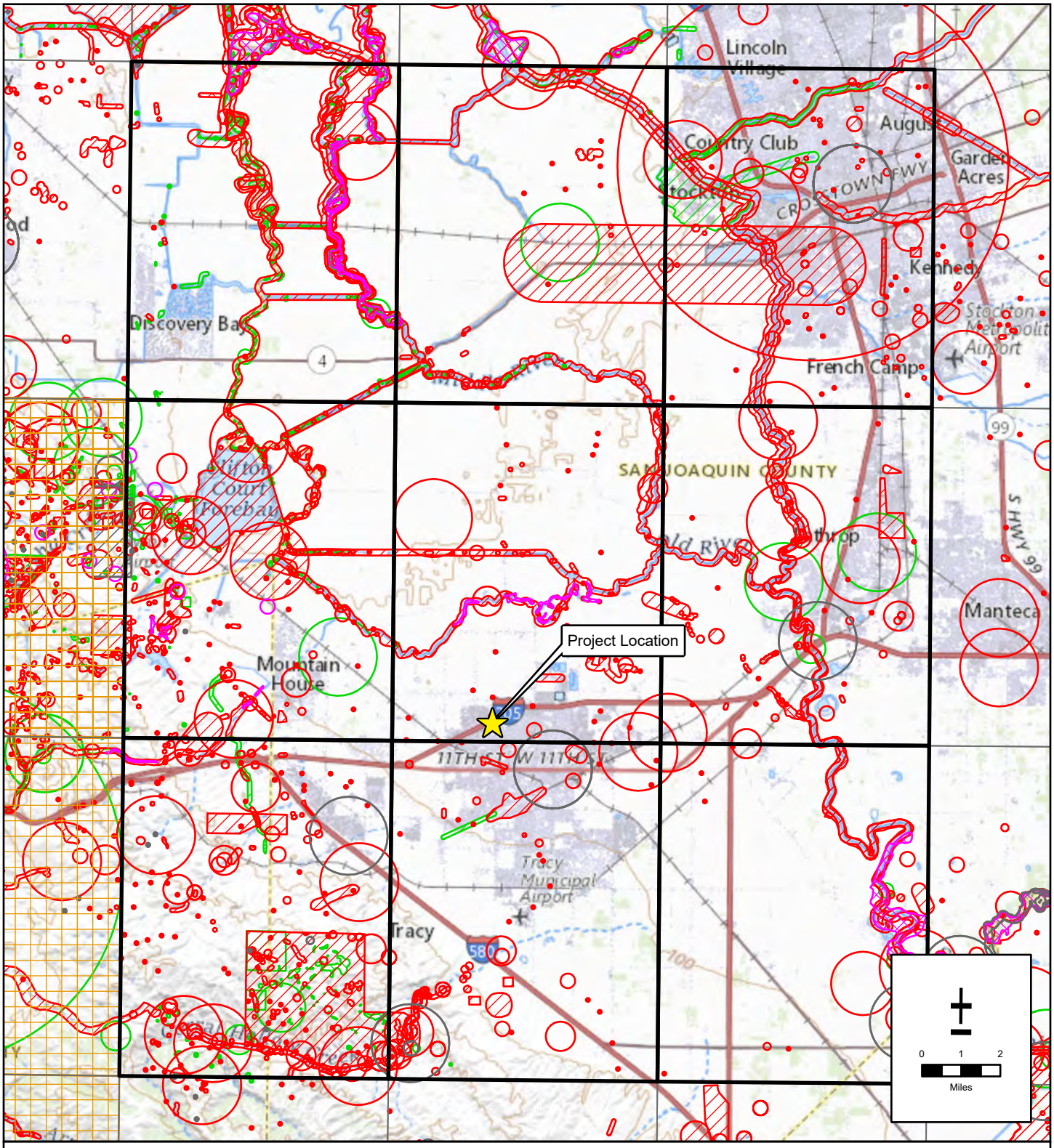
Participation in the SJMSCP is voluntary for both local jurisdictions and project applicants. Only agencies adopting the SJMSCP would be covered by the SJMSCP. Individual project applicants have two options if their project is located in a jurisdiction participating in the SJMSCP: mitigating under the SJMSCP or negotiating directly with the state and/or federal permitting agencies. If a project applicant opts for SJMSCP coverage in a jurisdiction that is participating under the SJMSCP, the following options are available, unless their activities are otherwise exempted: pay the appropriate fee; dedicate, as conservation easements or fee title, habitat lands; purchase approved mitigation bank credits; or, propose an alternative mitigation plan.

Responsibilities of permittees covered by the SJMSCP include collection of fees, maintenance of implementing ordinances/resolutions, conditioning permits (if applicable), and coordinating with the Joint Powers Authority (JPA) for Annual Report accounting. Funds collected for the SJMSCP are to be used for the following: acquiring Preserve lands, enhancing Preserve lands, monitoring and management of Preserve lands in perpetuity, and the administration of the SJMSCP. Because the primary goal of SJMSCP to preserve productive agricultural use that is compatible with SJMSCP's biological goals, most of the SJMSCP's Preserve lands would be acquired through the purchase of easements in which landowners retain ownership of the land and continue to farm the land. These functions are managed by San Joaquin Council of Governments.

As described under Response (a), the proposed Project is subject to participation in the SJMSCP by Mitigation Measure BIO-2. The City of Tracy and the Project applicant shall consult with SJCOG and determine coverage of the Project pursuant to the SJMSCP. Implementation of Mitigation Measure BIO-2 would ensure that the Project complies with the requirements of the SJMSCP, and would not conflict with any applicable habitat conservation plans. With the implementation of Mitigation Measure BIO-2, the Project would have a **less than significant** impact.

MITIGATION MEASURE(S)

Implement Mitigation Measure BIO-2



LEGEND

Tracy TRU by Hilton Project

- Plant (80m)
- Plant (specific)
- Plant (non-specific)
- Plant (circular)
- Animal (80m)
- Animal (specific)
- Animal (non-specific)
- Animal (circular)
- Terrestrial Comm. (specific)
- Terrestrial Comm. (circular)
- Multiple (80m)
- Multiple (specific)
- Multiple (non-specific)
- Multiple (circular)
- Sensitive EO's (Commercial only)

Figure 8. CNDDB 9-quad Map

Sources: ArcGIS Online USGS Topo Map Service; CNDDB version 3/1/2023. Note: the occurrences shown on this map represent the known locations of the species listed here as of the date of this version. There may be additional occurrences or additional species within this area which have not been surveyed and/or mapped. Lack of information in the CNDDB about a species or an area can never be used as proof that no special status species occur in an area. Map date: March 28, 2023

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V. CULTURAL RESOURCES -- WOULD THE PROJECT:

Would the project:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?		X		
c) Disturb any human remains, including those interred outside of formal cemeteries?		X		

RESPONSES TO CHECKLIST QUESTIONS

Responses a)-c): Less than Significant with Mitigation. The City of Tracy General Plan and subsequent EIR does not identify the site as having prehistoric period cultural resources. Additionally, there are no known unique cultural, historical, paleontological or archeological resources known to occur on, or within the immediate vicinity of the Project site. Furthermore, the site is not designated as a historical resource as defined by Public Resources Code § 21084.1, or listed in, or eligible for listing in the California Register of Historical Resources.

The site has previously been used for agricultural uses. No instances of cultural resources or human remains have been unearthed on the Project site, and site visits did not identify any historical, cultural, paleontological, or archeological resources present on site. Therefore, it is not anticipated that site grading and preparation activities would result in impacts to cultural, historical, archaeological or paleontological resources. There are no known human remains located on the Project site, nor is there evidence to suggest that human remains may be present on the Project site. However, as with most projects in California that involve ground-disturbing activities, there is the potential for discovery of a previously-unknown cultural or historical resource or human remains. This is considered a **potentially significant** impact.

The implementation of the following mitigation measure would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including human remains. Implementation of this measure would reduce this impact to a **less-than-significant** level.

MITIGATION MEASURE(S)

Mitigation Measure CUL-1*: If any prehistoric or historic artifacts, human remains or other indications of archaeological or paleontological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures.*

- *If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an*

important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.

- *If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.*
- *If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.*

VI. ENERGY

Would the project:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

Responses to Checklist Questions

Responses a) and b): Appendix G of the State CEQA Guidelines requires consideration of the potentially significant energy implications of a project. CEQA requires mitigation measures to reduce "wasteful, inefficient and unnecessary" energy usage (Public Resources Code Section 21100, subdivision [b][3]). According to Appendix G of the CEQA Guidelines, the means to achieve the goal of conserving energy include decreasing overall energy consumption, decreasing reliance on natural gas and oil, and increasing reliance on renewable energy sources. In particular, the proposed Project would be considered "wasteful, inefficient, and unnecessary" if it were to violate state and federal energy standards and/or result in significant adverse impacts related to Project energy requirements, energy inefficiencies, energy intensiveness of materials, cause significant impacts on local and regional energy supplies or generate requirements for additional capacity, fail to comply with existing energy standards, otherwise result in significant adverse impacts on energy resources, or conflict or create an inconsistency with applicable plan, policy, or regulation.

The amount of energy used at the Project site would directly correlate to the energy consumption (including fuel) used by vehicle trips generated during Project construction, fuel used by off-road construction vehicles during construction, fuel used by vehicles during Project operation, and electricity and other energy usage during Project operation.

Electricity and Natural Gas

The CalEEMod modeling results for the proposed Project estimate annual operational electricity usage at approximately 727,104 kWh/year, and annual natural gas usage at 299,6750 kBTU/year (see Appendix A for further detail).

On-road Vehicles (Operation)

The proposed Project would generate vehicle trips (i.e. passenger vehicles for employees and heavy-duty trucks for hauling) during its operational phase. Requirements to limit the idling of vehicles and equipment would result in fuel savings. Similarly, compliance with applicable State laws and regulations would limit idling and a part of a comprehensive regulatory framework that is implemented by the CARB. A description of Project operational on-road mobile energy usage is provided below.

According to the Traffic Study prepared for the proposed Project (Kimley Horn, 2023), and as described in more detail in Section XVI. Transportation of this IS/MND, the proposed Project would increase total vehicle trips by approximately 623 daily trips. In order to calculate operational on-road vehicle energy usage, De Novo Planning Group used fleet mix data from the CalEEMod (v2022.4.0) output for the proposed Project, and Year 2025 gasoline and diesel MPG (miles per gallon) factors for individual vehicle classes as provided by EMFAC2021, to derive weighted average gasoline and diesel MPG factors for the vehicle fleet as a whole. Based on these calculations, as provided in Appendix B, upon full buildout, the proposed Project would generate operational vehicle trips that would use a total of approximately 120 gallons of gasoline and 20 gallons of diesel per day, or 43,762 gallons of gasoline and 7,135 gallons of diesel per year.

The proposed Project's building would be designed and constructed in accordance with the City's latest adopted energy efficiency standards, which are based on the State's Title 24 Energy Efficiency Standards for Nonresidential Buildings and Green Building Code Standards. These standards include minimum energy efficiency requirements related to building envelope, mechanical systems (e.g., heating, ventilation, and air conditioning [HVAC] and water heating systems), and indoor and outdoor lighting, are widely regarded as the some of the most advanced and stringent building energy efficiency standards in the country. Therefore, building energy consumption would not be considered wasteful, inefficient, or unnecessary.

Moreover, the proposed Project would be required to comply with transportation efficiency standards, as promulgated at the State and federal levels. Thus, transportation fuel consumption would not be wasteful, inefficient, or unnecessary.

On-road Vehicles (Construction)

The proposed Project would also generate on-road vehicle trips during Project construction (from construction workers and vendors travelling to and from the Project site). De Novo Planning Group estimated the vehicle fuel consumed during these trips based on the assumed construction schedule, vehicle trip lengths and number of workers per construction phase as provided by CalEEMod, and Year 2023 gasoline and diesel MPG factors provided by EMFAC2021 (year 2023 factors were used to represent a conservative analysis, as the energy efficiency of construction activities is anticipated to improve over time). For the sake of simplicity and to be conservative, it was assumed that all construction worker light duty passenger cars and truck trips use gasoline as a fuel source, and all medium and heavy-duty vendor trucks use diesel fuel. Table ENERGY-1, below, describes gasoline and diesel fuel consumed during each construction phase (in aggregate). As shown, the vast majority of on-road mobile vehicle fuel used during the construction of the proposed Project would occur during the building construction phase. See Appendix A of this EIR for a detailed accounting of construction on-road vehicle fuel usage estimates.

Table ENERGY-1: Project On-Road Vehicles (Construction) Fuel Consumption

CONSTRUCTION PHASE	# OF DAYS	TOTAL DAILY WORKER TRIPS(A)	TOTAL DAILY VENDOR TRIPS(A)	TOTAL HAULER WORKER TRIPS(A)	TOTAL GALLONS OF GASOLINE FUEL(B)	TOTAL GALLONS OF DIESEL FUEL(B)
Site Preparation	2	8	0	0	10	0
Grading	4	10	0	0	26	2,680
Building Construction	200	41	0	750	6,209	2,923
Paving	10	13	19	0	84	0
Architectural Coatings	10	10	0	0	65	0
Total	**N/A**	**N/A**	**N/A**	**N/A**	**6,394**	**5,603**

NOTE: (A) PROVIDED BY CALEEMOD OUTPUT. (B)SEE APPENDIX A OF THIS EIR FOR FURTHER DETAIL
SOURCE: CALEEMOD (V.2022.4.0); EMFAC2021.

Off-road Equipment (Construction)

Off-road construction equipment would use diesel fuel during the construction phase of the proposed Project. A non-exhaustive list of off-road constructive equipment expected to be used during the construction phase of the proposed Project includes: forklifts, generator sets, tractors, excavators, and dozers. Fuel utilized from off-road equipment is anticipated to be approximately 19,185 MT CO_2e.

State laws and regulations would limit idling from both on-road and off-road diesel-powered equipment and are part of a comprehensive regulatory framework that is implemented by the CARB. Additionally, as a practical matter, it is reasonable to assume that the overall construction schedule and process would be designed to be as efficient as feasible in order to avoid excess monetary costs. For example, equipment and fuel are not typically used wastefully due to the added expense associated with renting the equipment, maintaining it, and fueling it. Therefore, the opportunities for further future efficiency gains during construction are limited. For the foregoing reasons, it is anticipated that the construction phase of the Project would not result in wasteful, inefficient, and unnecessary consumption of energy.

Conclusion

The proposed Project would be in compliance with all applicable federal, state, and local regulations regulating energy usage. For example, statewide measures, including those intended to improve the energy efficiency of the statewide passenger and heavy-duty truck vehicle fleet (e.g. the Pavley Bill and the Low Carbon Fuel Standard) are improving vehicle fuel economies, thereby conserving gasoline and diesel fuel. These energy savings would continue to accrue over time.

As a result, the proposed Project would not result in any significant adverse impacts related to Project energy requirements, energy use inefficiencies, and/or the energy intensiveness of materials by amount and fuel type for each stage of the proposed Project including construction, operations, maintenance, and/or removal. PG&E, the electricity and natural gas provider to the site, maintains sufficient capacity to serve the proposed Project. In addition, PG&E is on its way

to achieving the statewide requirement of 60% of total energy mix generated by eligible renewables by year 2030. As of 2021, PG&E generated approximately 48% of its energy from eligible renewables (PG&E, 2019).[2] The proposed Project would comply with all existing energy standards, including the statewide Title 24 Energy Efficiency Standards, and would not result in significant adverse impacts on energy resources. Therefore, the proposed Project would not result in potentially significant environmental impacts due to inefficient, wasteful, or unnecessary use of energy resources during construction and operation, nor conflict with or construct with a State or local plan for renewable energy or energy efficiency. This is a **less than significant** impact.

[2] *PG&E 2021 POWER MIX. WEBSITE: HTTPS://WWW.PGE.COM/PGE_GLOBAL/COMMON/PDFS/YOUR-ACCOUNT/YOUR-BILL/UNDERSTAND-YOUR-BILL/BILL-INSERTS/2022/1022-POWER-CONTENT-LABEL.PDF*

VII. GEOLOGY AND SOILS -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation*	*Less Than Significant Impact*	*No Impact*
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?		X		
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?		X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i), a.ii): Less than Significant. The Project site is located in an area of low to moderate seismicity. No known active faults cross the Project site, and the site is not located within an Alquist-Priolo Earthquake Fault Zone; however, relatively large earthquakes have historically occurred in the Bay Area and along the margins of the Central Valley. Many earthquakes of low magnitude occur every year in California. The nearest earthquake fault zoned as active by the State of California Geological Survey is the Greenville fault, located approximately 11 miles southwest of the site. Figure 9 shows nearby faults in relation to the Project site.

The Tracy area has a low-to-moderate seismic history. The largest recorded measurable magnitude earthquake in Tracy measured 3.9 on the Richter scale. The greatest potential for significant ground shaking in Tracy is believed to be from maximum credible earthquakes occurring on the Calaveras, Hayward, San Andreas, or Greenville faults. Further seismic activity can be expected to continue along the western margin of the Central Valley, and as with all projects in the area, the Project will be designed to accommodate strong earthquake ground shaking, in compliance with the applicable California building code standards.

Other faults capable of producing ground shaking at the site include the San Joaquin fault, 6.7 miles southwest; the Midway fault, 6.9 miles southwest; and the Corral Hollow-Carnegie fault, 10.7 miles southwest of the site. Any one of these faults could generate an earthquake capable of causing strong ground shaking at the subject site. Earthquakes of Moment Magnitude (Mw) 7 and larger have historically occurred in the region and numerous small magnitude earthquakes occur every year.

Since there are no known active faults crossing the Project site and the site is not located within an Earthquake Fault Special Study Zone, the potential for ground rupture at the site is considered low.

An earthquake of moderate to high magnitude generated within the San Francisco Bay Region and along the margins of the central valley could cause considerable ground shaking at the site, similar to that which has occurred in the past. In order to minimize potential damage to the proposed structures caused by groundshaking, all construction would comply with the latest California Building Code standards, as required by the City of Tracy Municipal Code 9.04.030.

Seismic design provisions of current building codes generally prescribe minimum lateral forces, applied statically to the structure, combined with the gravity forces of dead-and-live loads. The code-prescribed lateral forces are generally considered to be substantially smaller than the comparable forces that would be associated with a major earthquake. Therefore, structures should be able to: (1) resist minor earthquakes without damage, (2) resist moderate earthquakes without structural damage but with some nonstructural damage, and (3) resist major earthquakes without collapse but with some structural as well as nonstructural damage.

Implementation of the California Building Code standards, which include provisions for seismic building designs, would ensure that impacts associated with groundshaking would be **less than significant**. Building new structures for human use would increase the number of people exposed to local and regional seismic hazards. Seismic hazards are a significant risk for most property in California.

The Safety Element of the Tracy General Plan includes several goals, objectives and policies to reduce the risks to the community from earthquakes and other geologic hazards. In particular, the following policies would apply to the Project site:

> **SA-1.1, Policy P1:** Underground utilities, particularly water and natural gas mains, shall be designed to withstand seismic forces.

SA-1.1, Policy P2: Geotechnical reports shall be required for development in areas where potentially serious geologic risks exist. These reports should address the degree of hazard, design parameters for the project based on the hazard, and appropriate mitigation measures.

SA-1.2, Policy P1: All construction in Tracy shall conform to the California Building Code and the Tracy Municipal Code including provisions addressing unreinforced masonry buildings.

The City reviews all proposed development projects for consistency with the General Plan policies and California Building Code provisions identified above. This review occurs throughout the project application review and processing stage, and throughout plan check and building inspection phases prior to the issuance of a certificate of occupancy.

Consistency with the requirements of the California Building Code and the Tracy General Plan policies identified above would ensure that impacts on humans associated with seismic hazards would be **less than significant**. No mitigation is required.

Responses a.iii), c), d): Less than Significant with Mitigation. Liquefaction normally occurs when sites underlain by saturated, loose to medium dense, granular soils are subjected to relatively high ground shaking. During an earthquake, ground shaking may cause certain types of soil deposits to lose shear strength, resulting in ground settlement, oscillation, loss of bearing capacity, landsliding, and the buoyant rise of buried structures. The majority of liquefaction hazards are associated with sandy soils, silty soils of low plasticity, and some gravelly soils. Cohesive soils are generally not considered to be susceptible to liquefaction. In general, liquefaction hazards are most severe within the upper 50 feet of the surface, except where slope faces or deep foundations are present.

Expansive soils are those that undergo volume changes as moisture content fluctuates; swelling substantially when wet or shrinking when dry. Soil expansion can damage structures by cracking foundations, causing settlement and distorting structural elements. Expansion is a typical characteristic of clay-type soils. Expansive soils shrink and swell in volume during changes in moisture content, such as a result of seasonal rain events, and can cause damage to foundations, concrete slabs, roadway improvements, and pavement sections.

Soil expansion is dependent on many factors. The more clayey, critically expansive surface soil and fill materials will be subjected to volume changes during seasonal fluctuations in moisture content. Figure 10 shows the soils within the Project site, and Figure 11 shows the shrink-swell potential of the soils within the site. The soils encountered at the site consist of capay clay, zero to two percent slopes. The capay series consists of very deep, moderately well drained, and firm to very firm soils. Therefore, the potential for liquefaction to occur at the Project site is considered low. However, as shown in Figure 11, the capay clay has a relatively high moisture content, posing a potentially high risk of soil expansion. Implementation of Mitigation Measures GEO-1 and GEO-2 below would bring this impact to **less than significant**.

MITIGATION MEASURE(S)

Mitigation Measure GEO-1*: Prior to the development of the Project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities. The results of the subsurface geotechnical investigation shall be reflected on the Improvements Plans, subject to review and approval by the City's Building Safety and Fire Prevention Division.*

Mitigation Measure GEO-2*: Expansive materials and potentially weak and compressible fills at the site shall be evaluated by a Geotechnical Engineer during the grading plan stage of development. If highly expansive or compressible materials are encountered, special foundation designs and reinforcement, removal and replacement with soil with low to non-expansive characteristics, compaction strategies, or soil treatment options to lower the expansion potential shall be incorporated through requirements imposed by the City's Development Services Department.*

Responses a.iv): Less than Significant. The Project site is relatively flat and there are no major slopes in the vicinity of the Project site. According to the City's General Plan EIR, the landslide risk in Tracy is low in most areas. In the wider Tracy Planning Area, some limited potential for risk exists for grading and construction activities in the foothills and mountain terrain of the upland areas in the southwest. The potential for small scale slope failures along river banks also exists. The Project site is not located in the foothills, mountain terrain, or along a river bank. Additionally, the Project site is essentially flat. As shown in Figure 12, the Project site is not in an area known to have landslide susceptibility. As such, the Project site is exposed to little or no risk associated with landslides. This is a **less than significant** impact and no mitigation is required.

Response b): Less than Significant. During the construction preparation process, existing vegetation would be removed to grade and compact the Project site, as necessary. As construction occurs, these exposed surfaces could be susceptible to erosion from wind and water. Effects from erosion include impacts on water quality and air quality. Exposed soils that are not properly contained or capped increase the potential for increased airborne dust and increased discharge of sediment and other pollutants into nearby stormwater drainage facilities. Risks associated with erosive surface soils can be reduced by using appropriate controls during construction and properly re-vegetating exposed areas. The SJVAPCD's Rule 8021 requires the implementation of various dust control measures during site preparation and construction activities that would reduce the potential for soil erosion and the loss of topsoil. Additionally, the Project would be required to implement various best management practices (BMPs) and a SWPPP that would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction activities. Compliance with these existing regulations would ensure these impacts are **less than significant**.

Response e): No Impact. The Project site would be served by public wastewater facilities and does not require an alternative wastewater system such as septic tanks. Implementation of the proposed Project would have **no impact** on this environmental issue.

Response f): Less than Significant with Mitigation. The Project site is not expected to contain subsurface paleontological resources, although it is possible. Damage to or destruction of a paleontological resource would be considered a potentially significant impact under local, state, or federal criteria. Implementation of the following mitigation measure would ensure steps would be taken to reduce impacts to paleontological resources in the event that they are discovered during construction. This would ensure that any potentially significant impacts would be reduced to a **less than significant** level regarding this topic.

MITIGATION MEASURE(S)

Mitigation Measure GEO-3: *If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Tracy or San Joaquin County shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where they could be curated and displayed for public education purposes.*

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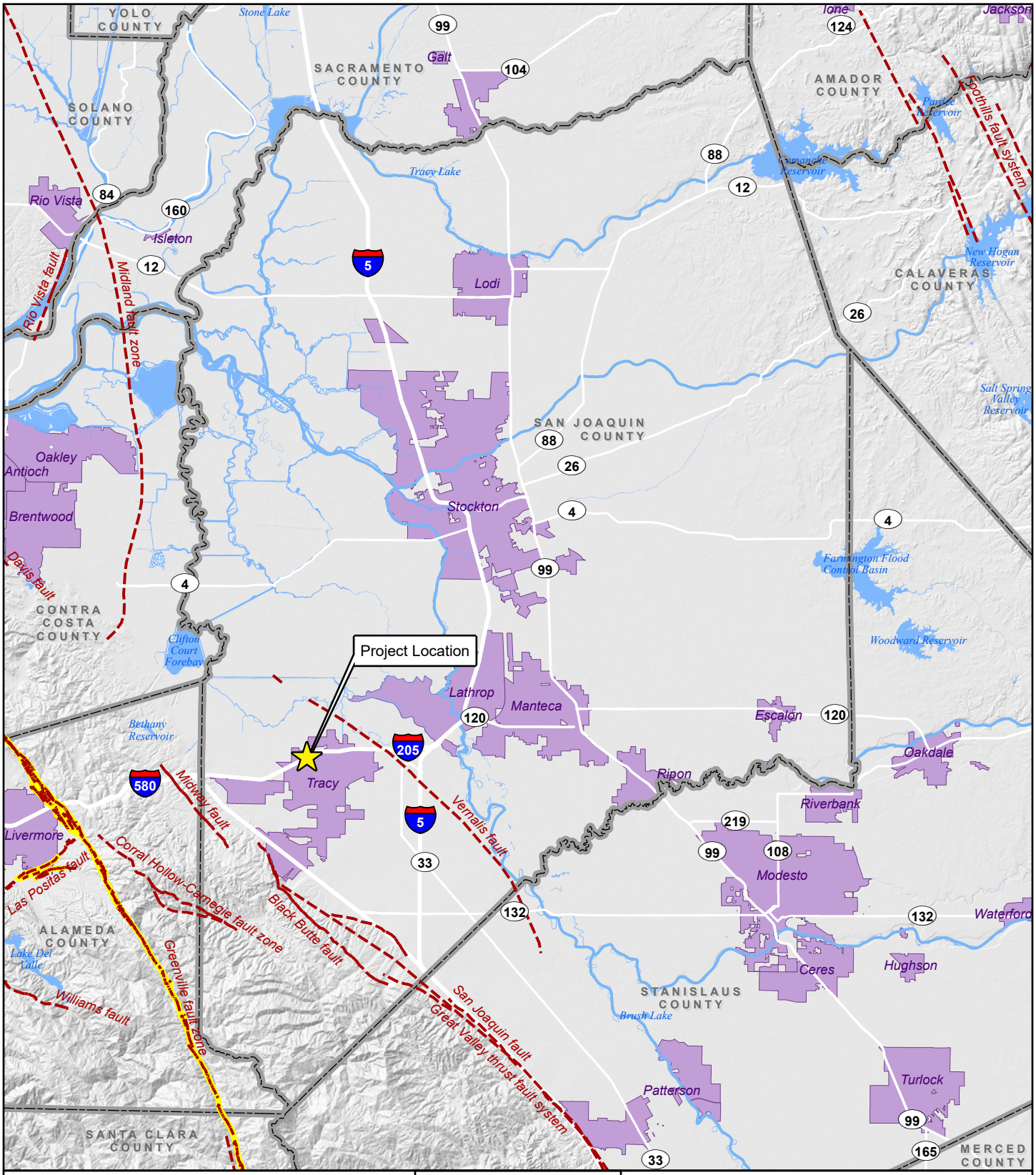

LEGEND

- Incorporated Area
- County Boundary
- Quaternary Fault
- Alquist Priolo Fault Zone

N

0 2½ 5

Miles

Sources: USGS. California State GeoPortal; San Joaquin County GIS. Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 9. Earthquake Fault Map

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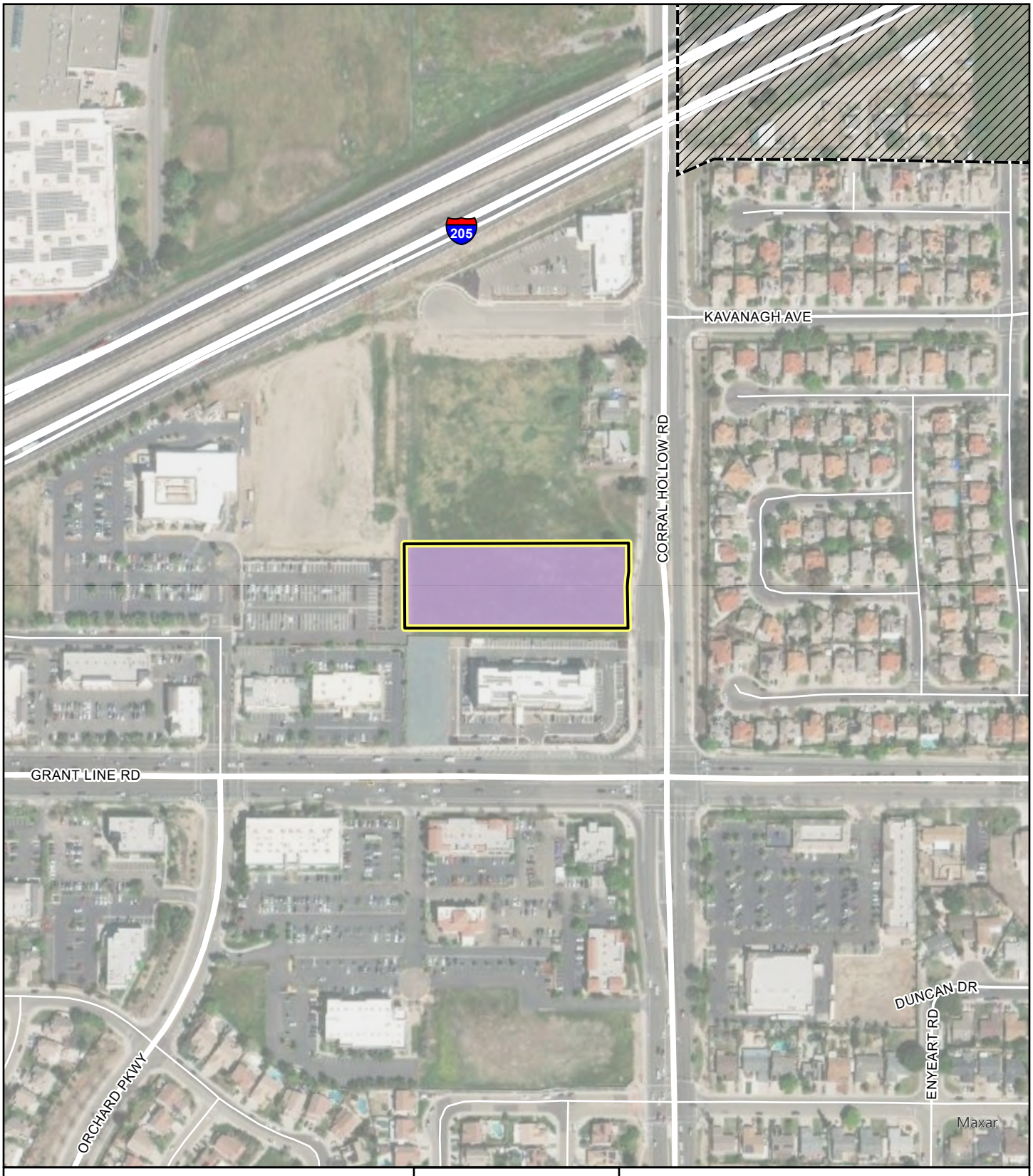

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI

Soil Types

- Capay clay, 0 to 1 percent slopes, MLRA 17 (1.98 ac)

Sources: NRCS Soil Survey; San Joaquin County GIS. Map date: October 12, 2022.

N

0 100 200

Feet

Tracy TRU by Hilton Project

Figure 10. Project Site Soils

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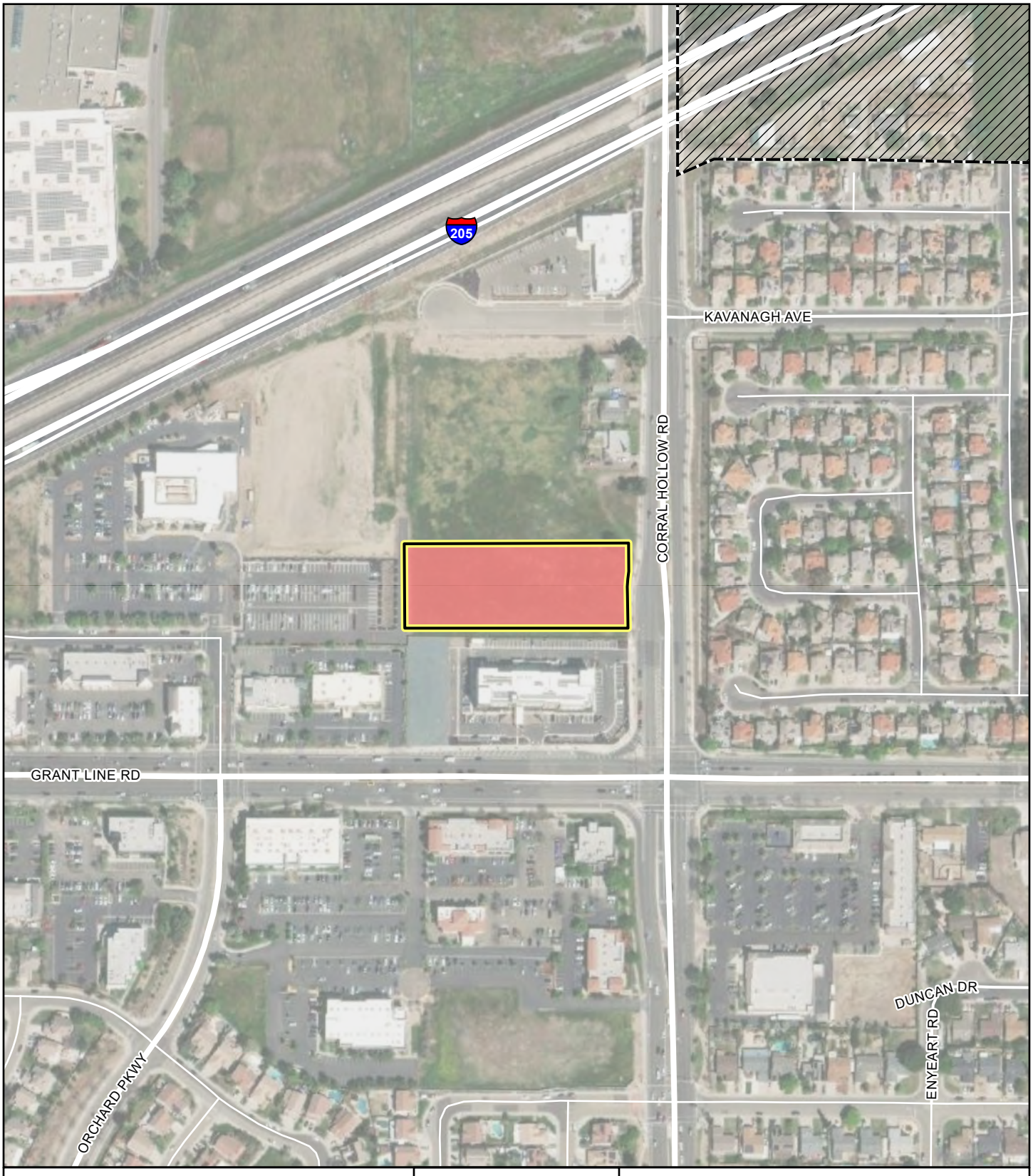

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI

Shrink-Swell Potential

- Very High

Sources: NRCS Soil Survey; San Joaquin County GIS. Map date: October 12, 2022.

N

0 100 200

Feet

Tracy TRU by Hilton Project

Figure 11. Shrink-Swell Potential

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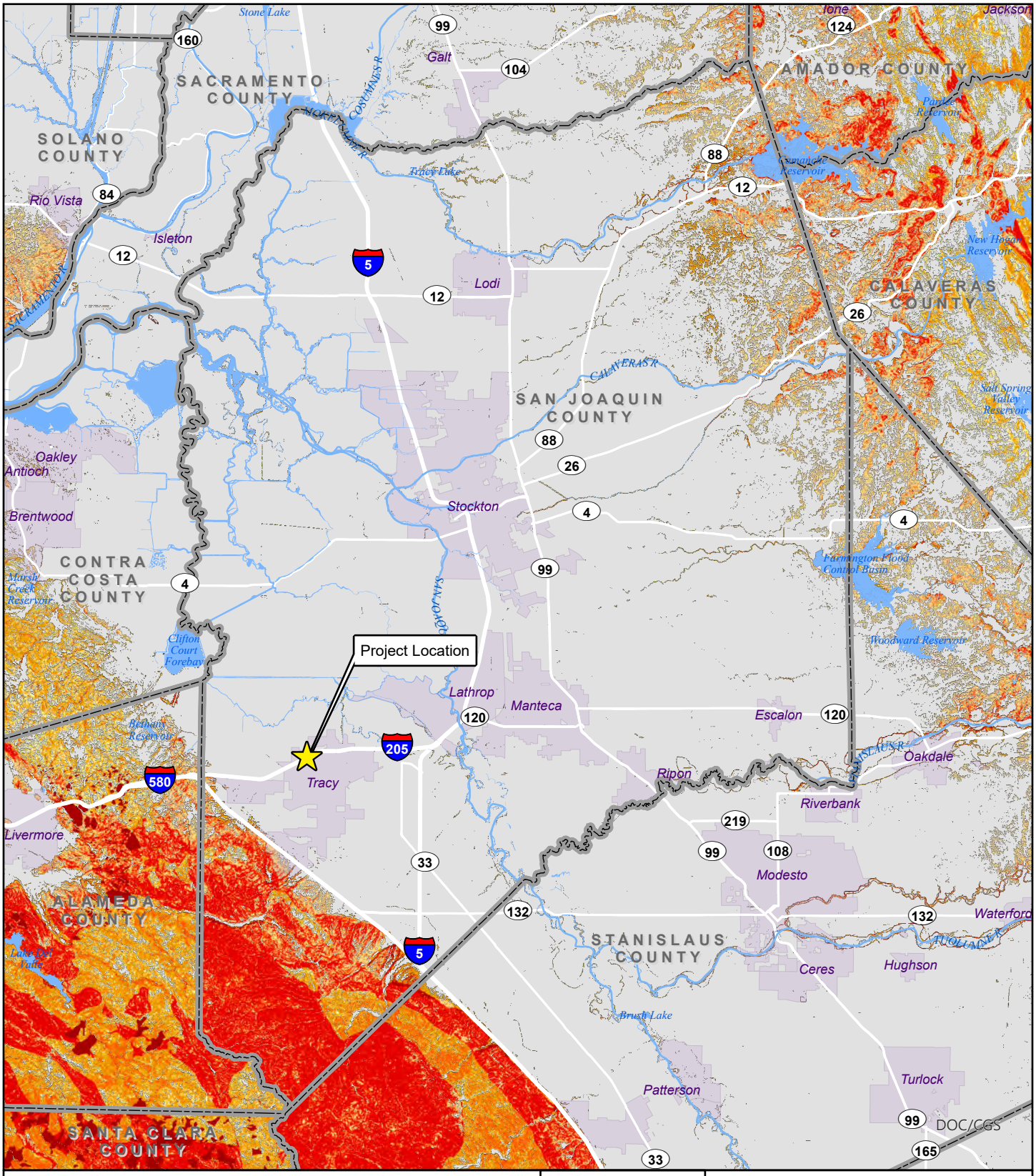

LEGEND

Incorporated Area

County Boundary

Landslide Susceptibility Classes

0	VII
III	VIII
V	IX
VI	X

Sources: California Department of Conservation Map Sheet 58. San Joaquin County GIS. Map date: October 12, 2022.

N

0 2½ 5

Miles

Tracy TRU by Hilton Project

Figure 12. Landslide Susceptibility

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VIII. GREENHOUSE GAS EMISSIONS -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?			X	

BACKGROUND

Various gases in the Earth's atmosphere, classified as atmospheric greenhouse gases (GHGs), play a critical role in determining the Earth's surface temperature. Solar radiation enters Earth's atmosphere from space, and a portion of the radiation is absorbed by the Earth's surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation.

Naturally occurring GHGs include water vapor (H_2O), carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and ozone (O_3). Several classes of halogenated substances that contain fluorine, chlorine, or bromine are also GHGs, but they are, for the most part, solely a product of industrial activities. Although the direct GHGs, including CO_2, CH_4, and N_2O, occur naturally in the atmosphere, human activities have changed their atmospheric concentrations. From the pre-industrial era (i.e., ending about 1750) to 2011, concentrations of these three GHGs have increased globally by 40, 150, and 20 percent, respectively (IPCC, 2013).

Greenhouse gases, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO_2), methane (CH_4), ozone (O_3), water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs).

Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Consumption of fossil fuels in the transportation sector was the single largest source of California's GHG emissions in 2018, accounting for 41% of total GHG emissions in the state. This category was followed by the industrial sector (24%), the electricity generation sector (including both in-state and out of-state sources) (15%) and the agriculture and forestry sector (8%) (California Energy Commission, 2021).

As the name implies, global climate change is a global problem. GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants, which are pollutants of regional and local concern, respectively. California produced approximately 425 million gross metric tons of carbon dioxide equivalents ($MMTCO_2e$) in 2018 (California Energy Commission, 2021). Given that the

U.S. EPA estimates that worldwide emissions from human activities totaled nearly 46 billion gross metric tons of carbon dioxide equivalents ($BMTCO_2e$) in 2010, California's incremental contribution to global GHGs is approximately 2% (U.S. EPA, 2014).

Carbon dioxide equivalents are a measurement used to account for the fact that different GHGs have different potential to retain infrared radiation in the atmosphere and contribute to the greenhouse effect. This potential, known as the global warming potential of a GHG, is also dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. Expressing GHG emissions in carbon dioxide equivalents takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO_2 were being emitted.

RESPONSES TO CHECKLIST QUESTIONS

Response a) and b): Less than Significant. Existing science is inadequate to support quantification of impacts that project specific GHG emissions have on global climatic change. This is readily understood when one considers that global climatic change is the result of the sum total of GHG emissions, both man-made and natural that occurred in the past; that is occurring now; and will occur in the future. The effects of project specific GHG emissions are cumulative, and unless reduced or mitigated, their incremental contribution to global climatic change could be considered significant.

The SJVAPCD's Guidance for Assessing and Mitigating Air Quality Impacts (SJVAPCD, 2015) provides an approach to assessing a project's impacts on greenhouse gas emissions by evaluating the project's emissions to the "reduction targets" established in the CARB's AB 32 Scoping Plan. For instance, the SJVACD's guidance recommends that projects should demonstrate that "*project specific GHG emissions would be reduced or mitigated by at least 29%, compared to Business as Usual (BAU), including GHG emission reductions achieved since the 2002-2004 baseline period, consistent with GHG emission reduction targets established in ARB's AB 32 Scoping Plan. Projects achieving at least a 29% GHG emission reduction compared to BAU would be determined to have a less than significant individual and cumulative impact for GHG*."

Subsequent to the SJVAPCD's approval of the *Final Draft Guidance for Assessing and Mitigating Air Quality Impacts* (SJVAPCD 2015), the California Supreme Court issued an opinion that affects the conclusions that should/should not be drawn from a GHG emissions analysis that is based on consistency with the AB 32 Scoping Plan. More specifically, in *Center for Biological Diversity v. California Department of Fish and Wildlife*, the Court ruled that showing a "project-level reduction" that meets or exceeds the Scoping Plan's overall statewide GHG reduction goal is not necessarily sufficient to show that the project's GHG impacts will be adequately mitigated: "*the Scoping Plan nowhere related that statewide level of reduction effort to the percentage of reduction that would or should be required from individual projects*..." According to the Court, the lead agency cannot simply assume that the overall level of effort required to achieve the statewide goal for emissions reductions will suffice for a specific project.

Given this Court decision, reliance on a 29 percent GHG emissions reduction from projected BAU levels compared to the project's estimated 2020 levels as recommended in the SJVAPCD's

guidance documents is not an appropriate basis for an impact conclusion in the MND. Given that the SJVAPCD staff has concluded that "*existing science is inadequate to support quantification of impacts that project specific GHG emissions have on global climatic change,*" this MND instead relies on consistency with the local reduction strategies contained within the latest version of the CARB's Scoping Plan policies, and the policies contained within the SJCOG's 2022 RTP/SCS.

The approach still relies on the Appendix G of the CEQA Guidelines thresholds which indicate that climate change-related impacts are considered significant if implementation of the proposed Project would do any of the following:

1. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

2. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

These two CEQA Appendix G threshold questions are provided within the Initial Study checklist and are the thresholds used for the subsequent analysis. The focus of the analysis is on the Project's consistency with the 2022 Scoping Plan policies and the policies contained within the SJCOG's 2022 RTP/SCS.

Project Greenhouse Gas Emissions

The proposed Project would generate GHGs during the construction and operational phases of the proposed Project. The primary source of construction-related GHGs from the proposed Project would result from emissions of CO_2 associated with the construction of the proposed Project, and worker vehicle trips. The proposed Project would require limited grading, and would also include site preparation, building construction, architectural coating, and paving phases. Sources of GHGs during Project operation would include CO_2 associated with operational vehicle trips and on-site energy usage (e.g. electricity). Other sources of GHG emissions would be minimal.

Table GHG-1 provides the estimated GHG emissions that would be generated during Project construction and operation.

Table GHG-1: Project Mitigated Construction and Operational GHG Emissions (metric tons/year)

YEAR	*CO_2E*
Construction	
Maximum Annual	163
Operation	
Annual	693.5

SOURCE: CALEEMOD, V.2022.4.0

Project Consistency with the 2022 Scoping Plan Policies

Table GHG-2, below provides a consistency analysis of the relevant 2022 Scoping Plan Policies in comparison to the proposed Project. The 2030 goal was codified under SB 32 and is addressed by the 2022 Scoping Plan. The new plan provides a strategy that is capable of reaching the SB 32

target if the measures included in the plan are implemented and achieve reductions within the ranges expected. Under the Scoping Plan Update, local government plays a supporting role through its land use authority and control over local transportation infrastructure. SB 375 and AB 32 is implemented with the SJCOG RTP/SCS. The RTP/SCS envisions an increase in development density that would encourage fewer and shorter trips and more trips by transit, walking, and bicycling in amounts sufficient to achieve the SB 375 targets. The 2022 Scoping Plan Update includes the strategy that the State intends to pursue to achieve the 2030 targets of Executive Order S-3-05 and SB 32.

TABLE GHG-2: PROJECT CONSISTENCY WITH THE 2022 SCOPING PLAN

SCOPING PLAN MEASURE	*PROJECT CONSISTENCY*
SCAQMD Rule 445 (Wood Burning Devices): Restricts the installation of wood-burning devices in new development.	Mandatory Compliance. Approximately 15 percent of California's major anthropogenic sources of black carbon include fireplaces and woodstoves. The Project would not include hearths (woodstove and fireplaces) as mandated by this rule.
California Renewables Portfolio Standard, Senate Bill 350 (SB 350) and Senate Bill 100 (SB 100): Increases the proportion of electricity from renewable sources to 33 percent renewable power by 2020. SB 350 requires 50 percent by 2030. SB 100 requires 44 percent by 2024, 52 percent by 2027, and 60 percent by 2030. It also requires the State Energy Resources Conservation and Development Commission to double the energy efficiency savings in electricity and natural gas final end uses of retail customers through energy efficiency and conservation.	No Conflict. The Project would utilize electricity provided by Pacific Gas & Electric (PG&E), which is required to meet the 2020, 2030, 2045, and 2050 performance standards. In 2021, 48 percent of PG&E's electricity came from renewable resources.[1] By 2030 PG&E plans to achieve over 60 percent carbon-free energy.
All Electric Appliances for New Residential and Commercial Buildings (AB 197): All electric appliances beginning 2026 (residential) and 2029 (commercial), contributing to 6 million heat pumps installed statewide by 2030.	Mandatory Compliance. Project-specific plans would be required to demonstrate that only all electric appliances would be installed for residential land uses starting in 2026, and for commercial uses starting in 2029, consistent with this requirement.
California Code of Regulations, Title 24, Building Standards Code: Requires compliance with energy efficiency standards for residential and nonresidential buildings.	Mandatory Compliance. Future development associated with Project implementation would be required to meet the applicable requirements of the 2022 Title 24 Building Energy Efficiency Standards, including installation of rooftop solar panels and additional CALGreen requirements (see discussion under CALGreen Code requirements below).
California Green Building Standards (CALGreen) Code Requirements: All bathroom exhaust fans are required to be ENERGY STAR compliant.	Mandatory Compliance. Project-specific construction plans would be required to demonstrate that energy efficiency appliances, including bathroom exhaust fans, and equipment are ENERGY STAR compliant.

SCOPING PLAN MEASURE	*PROJECT CONSISTENCY*
California Green Building Standards (CALGreen) Code Requirements: HVAC system designs are required to meet American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards.	Mandatory Compliance. Project-specific construction plans would be required to demonstrate that the HVAC system meets the ASHRAE standards.
California Green Building Standards (CALGreen) Code Requirements: Air filtration systems are required to meet a minimum efficiency reporting value (MERV) 8 or higher.	Mandatory Compliance. Specific development projects would be required to install air filtration systems (MERV 8 or higher) as part of its compliance with the 2022 Title 24 Building Energy Efficiency Standards.
California Green Building Standards (CALGreen) Code Requirements: Refrigerants used in newly installed HVAC systems shall not contain any chlorofluorocarbons.	Mandatory Compliance. Specific development projects would be required to meet this requirement as part of its compliance with the CALGreen Code.
California Green Building Standards (CALGreen) Code Requirements: Parking spaces shall be designed for carpool or alternative fueled vehicles. Up to eight percent of total parking spaces is required for such vehicles.	Mandatory Compliance. Specific development projects would be required to meet this requirement as part of its compliance the CALGreen Code.
Mobile Source Strategy (Cleaner Technology and Fuels): Reduce GHGs and other pollutants from the transportation sector through transition to zero-emission and low-emission vehicles, cleaner transit systems, and reduction of vehicle miles traveled.	Consistent. The Project would be consistent with this strategy by supporting the use of zero-emission and low-emission vehicles; refer to CALGreen Code discussion above.
Senate Bill (SB) 375: SB 375 establishes mechanisms for the development of regional targets for reducing passenger vehicle GHG emissions. Under SB 375, CARB is required, in consultation with the State's Metropolitan Planning Organizations, to set regional GHG reduction targets for the passenger vehicle and light-duty truck sector for 2020 and 2035.	Consistent. As demonstrated in Table GHG-3, the Project would comply with the San Joaquin Council of Governments (SJCOG) 2022 RTP/SCS, and therefore, the Project would be consistent with SB 375.
CCR, Title 24, Building Standards Code: Title 24 includes water efficiency requirements for new residential and non- residential uses.	Mandatory Compliance. Refer to the discussion under 2022 Title 24 Building Standards Code and CALGreen Code, above.
Water Conservation Act of 2009 (Senate Bill X7-7): The Water Conservation Act of 2009 sets an overall goal of reducing per capita urban water use by 20 percent by December 31, 2020. Each urban retail water supplier shall develop water use targets to meet this goal. This is an implementing measure of the Water Sector of the AB 32 Scoping Plan. Reduction in water consumption directly reduces the energy necessary and the associated emissions to convene, treat, and distribute the water; it also reduces emissions from wastewater treatment.	Consistent. Refer to the discussion under 2022 Title 24 Building Standards Code and CALGreen Code, above.

SCOPING PLAN MEASURE	*PROJECT CONSISTENCY*
California Integrated Waste Management Act (IWMA) of 1989 and Assembly Bill (AB) 341: The IWMA mandates that State agencies develop and implement an integrated waste management plan which outlines the steps to divert at least 50 percent of solid waste from disposal facilities. AB 341 directs the California Department of Resources Recycling and Recovery (CalRecycle) to develop and adopt regulations for mandatory commercial recycling and sets a Statewide goal for 75 percent disposal reduction by the year 2020.	Mandatory Compliance. The Project would be required to comply with AB 341 which requires multifamily residential dwelling of five units or more to arrange for recycling services. This would reduce the overall amount of solid waste disposed of at landfills. The decrease in solid waste would in return decrease the amount of methane released from decomposing solid waste.

[1]*PG&E 2021 POWER MIX. WEBSITE: HTTPS://WWW.PGE.COM/PGE_GLOBAL/COMMON/PDFS/YOUR-ACCOUNT/YOUR-BILL/UNDERSTAND-YOUR-BILL/BILL-INSERTS/2022/1022-POWER-CONTENT-LABEL.PDF*
SOURCE: CALIFORNIA AIR RESOURCES BOARD. 2022. FINAL 2022 SCOPING PLAN FOR ACHIEVING CARBON NEUTRALITY. WEBSITE: HTTPS://WW2.ARB.CA.GOV/SITES/DEFAULT/FILES/2022-12/2022-SP.PDF

Project Consistency with SJCOG's RTP/SCS

The proposed Project is analyzed for consistency with the strategies contained in the latest adopted SJCOG RTP/SCS (i.e. SJCOG's 2022 RTP/SCS). With the passage of SB 375 in 2008, metropolitan planning organizations were required to develop an SCS, which must demonstrate an ambitious, yet achievable, approach to how land use development and transportation can work together to meet greenhouse gas emission reduction targets for cars and light trucks. These targets, set by the California Air Resources Board, call for the region to reduce per capita emissions. Table GHG-3 below provides this consistency analysis.

TABLE GHG-3: PROJECT CONSISTENCY WITH THE SJCOG'S 2022 RTP/SCS

RTP/SCS POLICY	*PROJECT CONSISTENCY*
Policy 1: Enhance the Environment for Existing and Future Generations and Conserve Energy	**Consistent**. The proposed Project would meet the requirements of Title 24 for energy efficient design.
Policy 2: Maximize Mobility and Accessibility	**Consistent**. The proposed Project is compatible to the surrounding area. The proposed Project's location would be easily accessible from the surrounding area.
Policy 3: Increase Safety and Security	**Consistent**. The proposed Project is along Corral Hollow Road, in a safe and accessible location.
Policy 4: Preserve the Efficiency of the Existing Transportation System	**Consistent**. The proposed Project will facilitate movement in the Tracy area and thereby increasing the efficiency of the existing transportation system.
Policy 5: Support Economic Vitality	**Consistent**. The proposed Project improves access to a key strategic economic center, promotes the safe and efficient movement of goods by truck, and supports the implementation of transportation improvements adjacent to the Project site (since the Project would pay its fair share of traffic improvements).
Policy 6: Promote Interagency Coordination and Public Participation for Transportation Decision-Making and Planning Efforts	**Not Applicable**. The proposed Project is not a transportation Project.
Policy 7: Maximize Cost-Effectiveness	**Consistent**. The proposed Project is located in an area that has been planned for in the City's General Plan for commercial uses such as the proposed Project. Moreover, the proposed Project utilizes existing transportation corridors.

RTP/SCS POLICY	*PROJECT CONSISTENCY*
Policy 8: Improve the Quality of Life for Residents	**Consistent**. The proposed Project implements a commercial Project in an area that has been planned for in the General Plan for commercial land uses. Therefore, the proposed Project avoids being sited in an area that would be highly sensitive to the physical environmental impacts associated with the proposed Project, thereby maintaining quality of life for residents in the City of Tracy and the region.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG). 2022. 2022 REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY (RTP/SCS). AUGUST 5, 2022. WEBSITE: HTTPS://WWW.SJCOG.ORG/608/ADOPTED-2022-RTPSCS-PLAN. ACCESSED MARCH 21, 2023.

Conclusion

Overall, the proposed Project would be consistent with the policies within the CARB's 2022 Scoping Plan and the SJCOG's latest RTP/SCS. Therefore, the proposed Project would not generate a significant cumulative impact to GHGs. The proposed Project would not generate GHG emissions that would have a significant impact on the environment or conflict with any applicable plans, policies, or regulations. Therefore, impacts related to greenhouse gases are **less than significant**.

IX. HAZARDS AND HAZARDOUS MATERIALS -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant with Mitigation. The proposed Project would place hotel uses in an area of the City that currently contains residential and commercial uses. Like most agricultural and farming operations in the Central Valley, agricultural practices in the area have used agricultural chemicals including pesticides and herbicides as a standard practice. Although no contaminated soils have been identified on the Project site or the vicinity above applicable levels, residual concentrations of pesticides may be present in soil as a result of historic agricultural application and storage. Continuous spraying of crops over many years can potentially result in a residual buildup of pesticides, in farm soils. Of highest concern relative to agrichemicals are chlorinated herbicides, organophosphate pesticides, and organochlorine pesticides, such as such as Mecoprop (MCPP), Dinoseb, chlordane, dichloro-diphenyltrichloroethane (DDT), and dichloro-diphenyl-dichloroethylene (DDE). There are no records of soil contamination on the Project site.

The proposed commercial land uses do not routinely transport, use, or dispose of hazardous materials, or present a reasonably foreseeable release of hazardous materials, with the exception of common hazardous materials such as household cleaners, paint, etc. The operational phase of the proposed Project does not pose a significant hazard to the public or the environment.

Onsite reconnaissance and historical records indicate that there are no known underground storage tanks or pipelines located on the Project site that contain hazardous materials. Therefore, the disturbance of such items during construction activities is unlikely. Construction equipment and materials would likely require the use of petroleum based products (oil, gasoline, diesel fuel), and a variety of common chemicals including paints, cleaners, and solvents. Transportation, storage, use, and disposal of hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. Compliance would ensure that human health and the environment are not exposed to hazardous materials.

Mitigation Measure HAZ-1 presented below require a Soils Management Plan (SMP) to be submitted and approved by the San Joaquin County Department of Environmental Health prior to the issuance of a grading permit. The SMP will establish management practices for handling hazardous materials, including fuels, paints, cleaners, solvents, etc., during construction. In addition, the Project applicant would be statutorily required to implement a SWPPP during construction activities, which would prevent any contaminated runoff from leaving the Project site. Further, Mitigation Measure HAZ-2 requires submittal of a Hazardous Materials Business Plan. Therefore, the proposed Project would have a **less than significant** impact relative to this issue.

MITIGATION MEASURE(S)

Mitigation Measure HAZ-1*: A Soils Management Plan (SMP) shall be submitted and approved by the San Joaquin County Department of Environmental Health prior to the issuance of a grading permit. The SMP shall establish management practices for handling hazardous materials, including fuels, paints, cleaners, solvents, etc., during construction. The approved SMP shall be posted and maintained onsite during construction activities and all construction personnel shall acknowledge that they have reviewed and understand the plan.*

Mitigation Measure HAZ-2*: Prior to bringing hazardous materials onsite, the applicant shall submit a Hazardous Materials Business Plan (HMBP) to San Joaquin County Environmental Health Division (CUPA) for review and approval. If during the construction process the applicant or his subcontractors generates hazardous waste, the applicant must register with the CUPA as a generator of hazardous waste, obtain an EPA ID# and accumulate, ship and dispose of the hazardous waste per Health and Safety Code Ch. 6.5. (California Hazardous Waste Control Law).*

Response c): No Impact. The Project site is not located within ¼ mile of an existing school. Jacobson Elementary School is located approximately 0.27 miles east of the Project site. Therefore, **no impact** would occur as a result of the proposed Project.

Response d): Less than Significant. According to the California Department of Toxic Substances Control (DTSC) there are no Federal Superfund Sites, State Response Sites, or Voluntary Cleanup

Sites on, or in the near vicinity of the Project site. The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5. The nearest investigation sites include:

> ***Quality Cleaners, Tracy*** (site #60002170). This site is a strip mall that contains Quality Dry Cleaners. The site is a voluntary cleanup site and is active as of March 27, 2015. The site was investigated and had limited soil, indoor air, and soil samples taken. PDT/TCE has been found in the groundwater and indoor air.
>
> ***Old Valley Pipeline (Laurelbrook)*** (site #37860005). From the early 1900's to the late 1950's, the Old Valley Pipeline was used by Standard Oil Company (now Chevron) to transport heavy petroleum (crude oil) from Bakersfield to Richmond. The site is a voluntary cleanup site and was referred to the Regional Water Quality Control Board as of December 9, 2015. A Voluntary Cleanup Agreement dated October 23, 2002 outlined site characterization and human health activities. The site characteristic activities are ongoing.

Therefore, implementation of the proposed Project would result in a **less than significant** impact relative to this environmental topic.

Response e): No Impact. The Project is not located within the airport land use plan area for any airport, including for the Tracy Municipal Airport, which is located approximately 4.6 miles south of the Project site. Therefore, implementation of the proposed Project would have **no impact** relative to this topic.

Response f): Less than Significant. The Project site currently connects to an existing network of City streets. The proposed roadway circulation improvements would allow for greater emergency access relative to existing conditions. The Project includes new connections to the adjacent Home2Suites Hotel, and would stub roadway connections to adjacent future developments to the north and west. The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Therefore, impacts from Project implementation would be considered **less than significant** relative to this topic.

Response g): Less than Significant. The risk of wildfire is related to a variety of parameters, including fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). Steep slopes contribute to fire hazard by intensifying the effects of wind and making fire suppression difficult. Fuels such as grass are highly flammable because they have a high surface area to mass ratio and require less heat to reach the ignition point. The County has areas with an abundance of flashy fuels (i.e. grassland) in the foothill areas of the County. The Project would not result in development of structures or housing which would subject residents, visitors, or workers to long-term wildfire danger. Therefore, impacts from Project implementation would be considered **less than significant** relative to this topic.

X. HYDROLOGY AND WATER QUALITY -- WOULD THE PROJECT:

Would the project:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
(i) Result in substantial erosion or siltation on- or off-site;			X	
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			X	
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			X	
(iv) Impede or redirect flood flows?			X	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a): Less than Significant. The proposed Project does not contain any drainage connectivity to Waters of the US. A Stormwater Runoff Management Technical Memorandum on January 4, 2023 (as provided in Appendix F), which identifies how the proposed Project would mitigate for potential discharges on and near the Project site as well as further downstream. The proposed Project will not result in intensification of land uses, or the addition of structures or uses that would differ from the current General Plan. In order to ensure that stormwater runoff from the Project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, the application of BMPs to effectively reduce pollutants from stormwater leaving the site during both the construction and operational phases of the Project are required. As noted in the Project description, a SWPPP would be required to be approved prior to construction activities pursuant to the Clean Water Act.

Through compliance with the NPDES permit requirements, and compliance with the SWPPP, the proposed Project would not result in a violation of any water quality standards or waste discharge requirements. Therefore, through compliance with the NPDES, and SWPPP requirements, the proposed Project would result in a **less than significant** impact relative to this topic.

Responses b): Less than Significant. The proposed Project would not result in the construction of new groundwater wells, nor would it increase existing levels of groundwater pumping. The proposed Project would be served by the City's municipal water system. The City of Tracy uses several water sources, including the US Bureau of Reclamation, the South County Water Supply Project (SCWSP), and groundwater. As described in greater detail in the Utilities Section of this document, the City has adequate water supplies to serve the proposed Project without increasing the current rate of groundwater extraction.

Groundwater recharge occurs primarily through percolation of surface waters through the soil and into the groundwater basin. The addition of significant areas of impervious surfaces (such as roads, parking lots, buildings, etc.) can interfere with this natural groundwater recharge process. Upon full Project buildout, most of the Project site would be covered in impervious surfaces, which would limit the potential for groundwater percolation to occur on the Project site. However, given the relatively large size of the groundwater basin in the Tracy area, the areas of impervious surfaces added as a result of Project implementation will not adversely affect the recharge capabilities of the local groundwater basin. The proposed Project would result in **less than significant** impacts related to depletion of groundwater supplies and interference with groundwater recharge. No mitigation is required.

Responses c.i)-c.iv): The proposed Project would not alter a stream or river. The implementation of the proposed Project would result in additional impervious surfaces. As a standard practice, the City requires post-Project runoff to be equal to or less than pre-Project runoff, which would ensure that the proposed Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Additionally, the Project is subject to the requirements of Chapter 11.34 of the Tracy Municipal Code – Stormwater Management and Discharge Control. The purpose of this Chapter is to *"Protect and promote the health, safety and general welfare of the citizens of the City by controlling non-stormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from spills, dumping, or disposal of materials other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable."*

This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 USC Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and NPDES Permit No. CAS000004, as such permit is amended and/or renewed.

New projects in the City of Tracy are required to provide site-specific storm drainage solutions and improvements that are consistent with the overall storm drainage infrastructure approach presented in the 2012 City of Tracy Citywide Storm Drainage Master Plan. Prior to approval of the improvement plans, a detailed storm drainage infrastructure plan shall be coordinated with the City of Tracy Development Services Department and Utilities Department for review and approval. The proposed Project's storm drainage infrastructure plans must demonstrate adequate infrastructure capacity to collect and direct all stormwater generated on the Project site to the existing stormwater conveyance system and demonstrate that the proposed Project would not result in on- or off-site flooding impacts.

In order to ensure that stormwater runoff from the Project site does not adversely increase pollutant levels in adjacent surface waters and stormwater conveyance infrastructure, or otherwise degrade water quality, a SWPPP would be required. The SWPPP would require the application of BMPs to effectively reduce pollutants from stormwater leaving the site, which would ensure that stormwater runoff does not adversely increase pollutant levels and would reduce the potential for disturbed soils and ground surfaces to result in erosion and sediment discharge into adjacent surface waters during construction and operational phases of the Project.

As noted above, the City requires post-Project runoff to be equal to or less than pre-Project runoff, which would ensure that the proposed Project would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. Additionally, a Stormwater Runoff Management Technical Memorandum on January 4, 2023 (as provided in Appendix F), which identifies how the proposed Project would mitigate for potential discharges on and near the Project site as well as further downstream. The Technical Memorandum includes four recommendations:

1. The Project either should be conditioned to demonstrate to the satisfaction of the City Engineer that infiltration is feasible and that the concept shown on the Project's Preliminary Plan meets the requirements of the Multi-Agency Post Construction Stormwater Standards Manual, otherwise, the applicant must provide an alternative drainage and stormwater quality treatment configuration that meets the City's Design Standards.
2. It should be noted in the Project Conditions of Approval that a stormwater pump system and flow-through planter configuration will be required in order to meet the City's Design Standards unless the applicant demonstrates to the satisfaction of the City Engineer that the configuration shown on the Preliminary Plans (or an alternative configuration) meets all of the applicable requirements.
3. Appropriate calculations will need to be provided with the Project's Design Plans in order to demonstrate that the hydraulic grade lines on the Project will meet the drainage constraints.
4. The Project should be conditioned to provide a maintenance plan for the site drainage system and to maintain the system in perpetuity.

According to the City,[3] storm drain issues identified in the Technical Memorandum have been resolved and the recommendations in the Memorandum will be City conditions of approval for the Project.

Overall, impacts from Project implementation would be reduced to a **less than significant** level relative to this topic.

Response d): The Project site is not within a 100-year or 200-year flood zone as delineated by FEMA, as provided in Figure 13. Additionally, the Project site is not within a tsunami or seiche zone. Further, the Project site is not within a dam inundation area, as provided in Figure 14. Development of the proposed Project would not place housing or structures in a flood hazard area. As a result, the proposed Project would have a **less than significant** impact relative to this topic.

Response e): The Water Quality Control Plan for the Central Valley Region and the 2014 Eastern San Joaquin Integrated Water Resources Master Plan (IRWMP) are the two guiding documents for water quality and sustainable groundwater management in the Project area. Consistency with the two plans is discussed below.

Water Quality Control Plan for the Central Valley Region

The Water Quality Control Plan for the Central Valley Region (Basin Plan) includes a summary of beneficial water uses, water quality objectives needed to protect the identified beneficial uses, and implementation measures. The Basin Plan establishes water quality standards for all the ground and surface waters of the region. The RWQCB regulates waste discharges to minimize and control their effects on the quality of the region's ground and surface water. Permits are issued under a number of programs and authorities. The terms and conditions of these discharge permits are enforced through a variety of technical, administrative, and legal means. Water quality problems in the region are listed in the Basin Plan, along with the causes, where known.

As discussed above, impacts related to water quality during construction and operation would be less than significant with implementation of the four recommendations in the Technical Memorandum and the Project-specific SWPPP. The proposed Project would create new impervious surfaces along Corral Hollow Road. The long-term operations of the proposed Project would not result in long-term impacts to surface water quality from urban stormwater runoff.

2014 Eastern San Joaquin IRWMP

The 2014 Eastern San Joaquin IRWMP defines and integrates key water management strategies to establish protocols and courses of action to implement the Eastern San Joaquin Integrated Conjunctive Use Program. The 2014 Eastern San Joaquin IRWMP is an update and expansion of the 2007 IRWMP prepared for the Eastern San Joaquin Region. There has been significant progress toward implementing the goal of improving the sustainability and reliability of water supplies in the Region, but the process is ongoing and as yet incomplete. The IWRMP does not

[3] Personal communication with Alan Bell, Senior Planner, City of Tracy, March 21, 2023.

include requirements for individual projects, such as the proposed Project. Instead, the IWRMP outlines projects to be carried out which achieve regional goals, such as reduced water demand, improved efficiency, improved water quality, and improved flood management.

As discussed previously, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. The proposed Project would result in new impervious surfaces that could reduce rainwater infiltration and groundwater recharge. Rainwater which falls on the new impervious surfaces would flow to the adjacent stormwater facilities. Additionally, the proposed Project would not interfere with groundwater recharge.

Conclusion

Overall, implementation of the proposed Project would have a **less than significant** impact related to conflicts with the Basin Plan and the Groundwater Management Plan.

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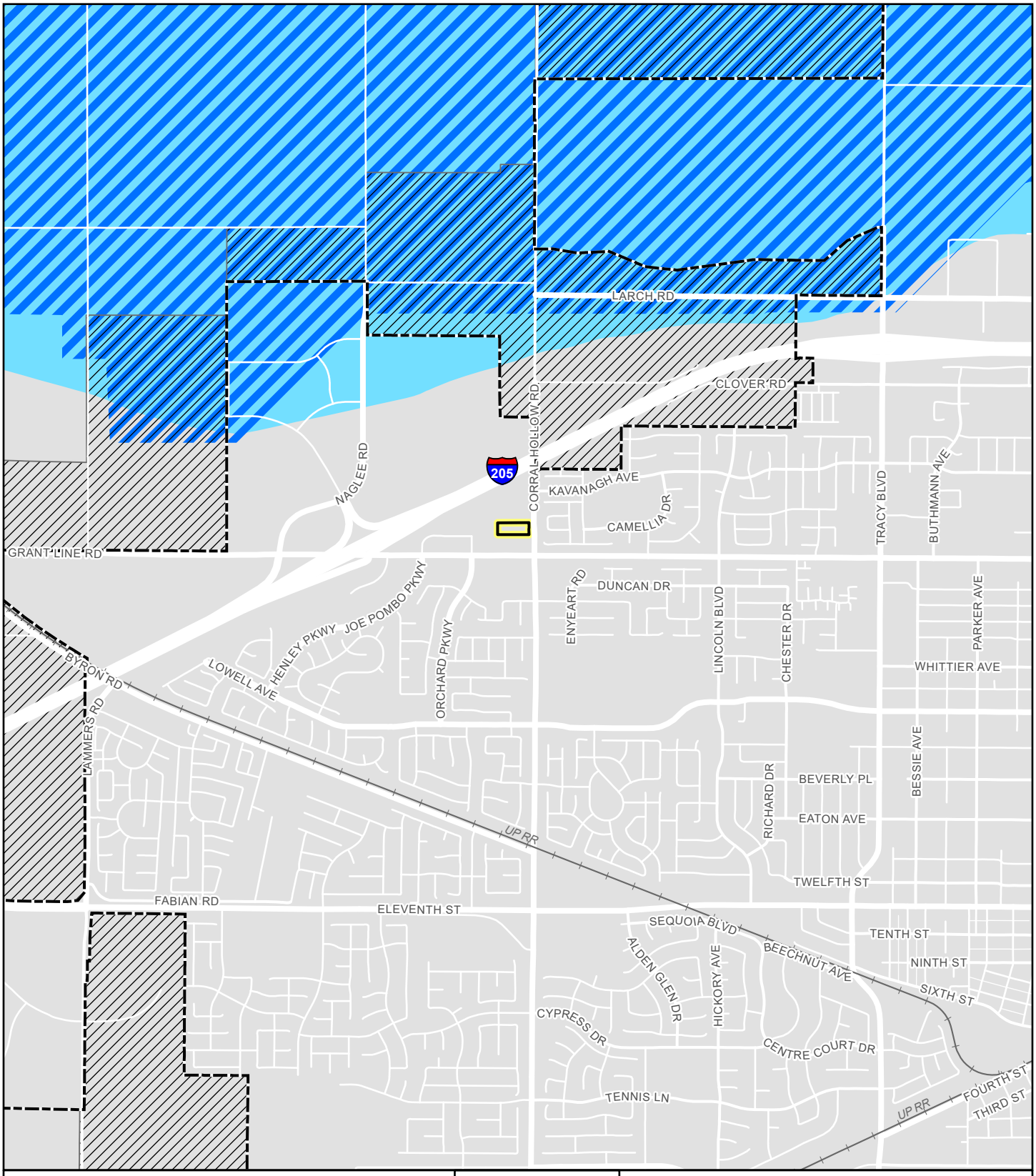

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI
- 100-Year Flood Zone
- 200-Year Flood Zone

N

0 1,000 2,000

Feet

Sources: FEMA; DWR. San Joaquin County GIS. Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 13. FEMA Flood Insurance Rate Map

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A Land Use Planning, Design, and Environmental Firm

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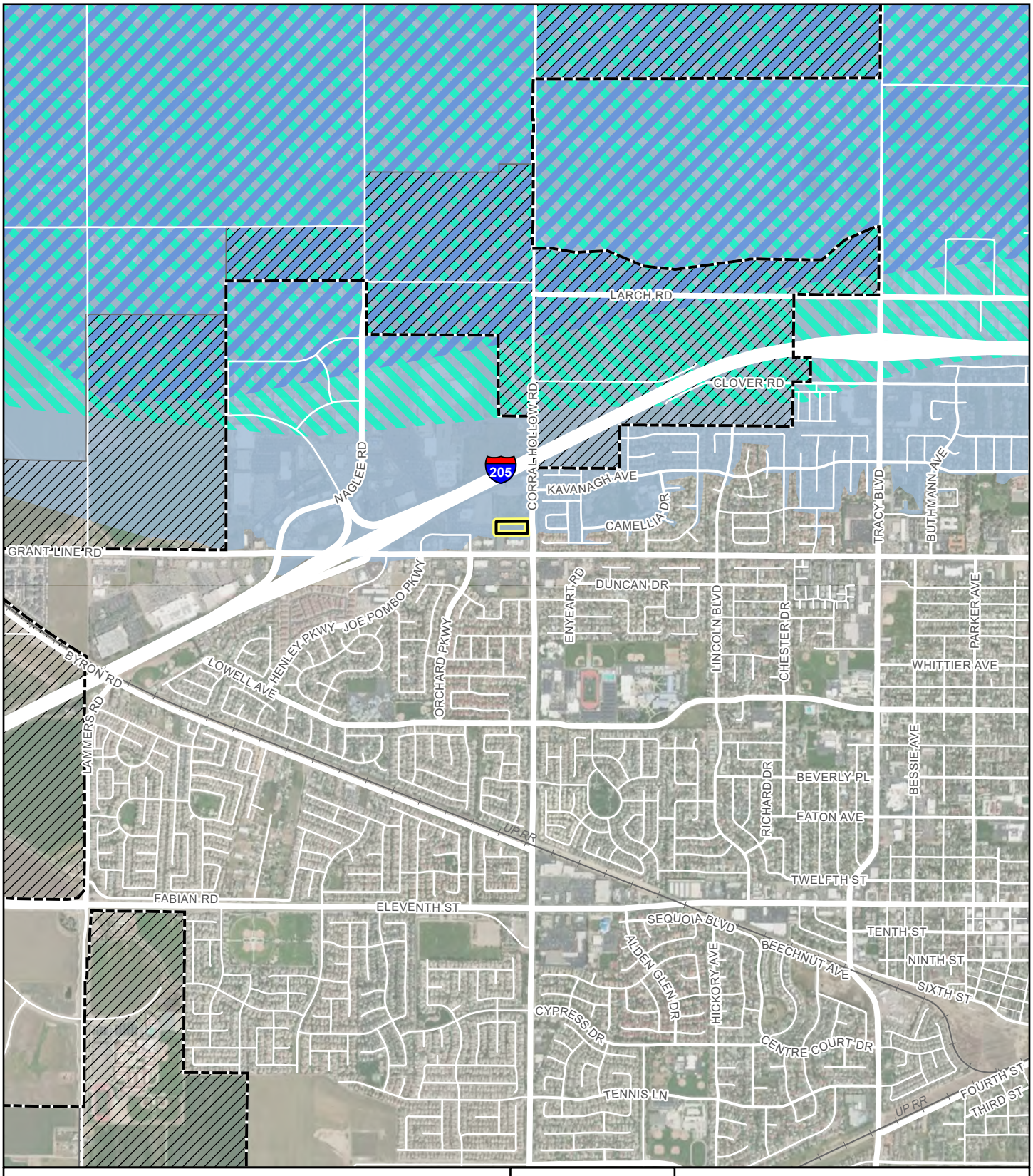

LEGEND

- Project Location
- Tracy City Limits
- Tracy SOI
- Don Pedro Dam Inundation Area
- New Melones Dam Inundation Area
- San Luis Reservoir Dam Inundation Area

N

0 1,000 2,000

Feet

Sources: ArcGIS Online World Imagery Map Service; DWR Division of Safety of Dams. San Joaquin County GIS.
Map date: October 12, 2022.

Tracy TRU by Hilton Project

Figure 14. Dam Inundation Map

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A Land Use Planning, Design, and Environmental Firm

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XI. LAND USE AND PLANNING -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a): No Impact. The Project site is surrounded by residential and commercial land uses. The Project would be consistent and compatible with the surrounding land uses. The Project would not physically divide any established community. Therefore, there is **no impact.**

Responses b): Less than Significant. The Project site is currently designated Office by the City of Tracy General Plan Land Use Designations Map and is zoned GHC. The Project would require a General Plan Amendment to change the designation from O to C.

The key planning documents that are directly related to, or that establish a framework within which the proposed Project must be consistent, include:

- City of Tracy General Plan
- City of Tracy Zoning Ordinance

The Project site is located in the Grant Line Road and Corral Hollow Road Area of Special Consideration. The vision for this area is for a medical office area that takes advantage of the proximity of the Kaiser Medical Center. The following General Plan policies apply to areas within the Grant Line Road and Corral Hollow Road Area of Special Consideration:

- 3a. Commercial uses that support the medical industry may be allowed in areas designated as Office.
- 3b. High density residential development, including projects for senior citizens, may be allowed on a case-by-case basis to take advantage of the close proximity to medical and retail services.

Additionally, the following standards apply to the O land use designation:

- Office (O). The purpose of this designation is to provide for the maintenance and expansion of the job and economic base of the City of Tracy and to provide more Tracy residents with the potential to work in the City. The Office designation provides sites for office and research and development uses that accommodate high-tech, medical, hospital, legal, insurance, government and similar users. Office parcels may have a maximum floor-area-ratio (FAR) of 1.0.

The following standards apply to the proposed C land use designation:

- Commercial (C). The Commercial designation allows for a relatively wide range of uses but focuses primarily on retail and consumer service activities that meet the needs of Tracy residents and employees as well as pass-through travelers. Specific categories of commercial activity within this designation include general commercial, regional commercial and highway commercial. The specific location of each type of commercial use is provided in the zoning code. Commercially designated land may have a maximum FAR of 1.0

The Project site is currently zoned GHC. A Zoning Amendment would not be required for the Project. The City of Tracy Zoning Ordinance (Municipal Code Title 10) provides the following designations relevant to the proposed Project:

- General Highway Commercial (GHC). The purpose of the General Highway Commercial zone is to provide areas for commercial activities which are automobile-oriented or for those uses which seek independent locations outside shopping centers or other business clusters.

The proposed uses on the Project site are consistent with the purpose of the General Plan designation of C, which allows for a relatively wide range of uses but focuses primarily on retail and consumer service activities that meet the needs of Tracy residents and employees as well as pass-through travelers. Approval of the requested General Plan Amendment (from O to C) would be required to ensure that the proposed Project is consistent with the Tracy General Plan. The Project site is currently zoned GHC, and a re-zone would not be required. The Project's consistency with other General Plan policies that provide environmental protections are addressed within the relevant sections of this document. This is a **less than significant** impact, and no mitigation is required.

XII. MINERAL RESOURCES -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): No Impact. As described in the Tracy General Plan EIR, the main mineral resources found in San Joaquin County, and the Tracy Planning Area, are sand and gravel (aggregate), which are primarily used for construction materials such as asphalt and concrete. According to the California Geological Survey (CGS) evaluation of the quality and quantity of these resources, the most marketable aggregate materials in San Joaquin County are found in three main areas:

- In the Corral Hollow alluvial fan deposits south of Tracy
- Along the channel and floodplain deposits of the Mokelumne River
- Along the San Joaquin River near Lathrop

Figure 4.8-1 of the General Plan EIR identifies Mineral Resource Zones (MRZs) throughout the Tracy Planning Area. The Project site is located within an area designated as MRZ-1. The MRZ-1 designation applies to areas where adequate information indicates that no significant mineral deposits are present, or where there is little likelihood for their presence. There are no substantial aggregate materials located within the Project site. Therefore, the Project would not result in the loss of availability of a known mineral resource. There is **no impact**.

XIII. NOISE

Would the project result in:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

KEY NOISE TERMS

Acoustics The science of sound.

Ambient Noise The distinctive acoustical characteristics of a given area consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.

Attenuation The reduction of noise.

A-Weighting A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.

Decibel or dB Fundamental unit of sound, defined as ten times the logarithm of the ratio of the sound pressure squared over the reference pressure squared.

CNEL Community noise equivalent level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.

Frequency The measure of the rapidity of alterations of a periodic acoustic signal, expressed in cycles per second or Hertz.

Impulsive Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

L_{dn} Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.

L_{eq} Equivalent or energy-averaged sound level. This section provides a general description of the existing noise sources in the project vicinity, a discussion of the regulatory setting, and identifies potential noise impacts associated with the proposed project. project impacts are evaluated relative to applicable noise level criteria and to the existing ambient noise environment.

L_{max} The highest root-mean-square (RMS) sound level measured over a given period of time.

$L_{(n)}$ The sound level exceeded a described percentile over a measurement period. For instance, an hourly L_{50} is the sound level exceeded 50 percent of the time during the one hour period.

Loudness A subjective term for the sensation of the magnitude of sound.

Noise Unwanted sound.

SEL Sound exposure levels. A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy into a one-second event.

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant with Mitigation. The following analysis is based on the Environmental Noise Assessment prepared by Saxelby Acoustics for the proposed Project on March 27, 2023 (see Appendix C).

Summary of Applicable Noise Level Criteria

The proposed Project includes development of transient lodging and is subject to the City of Tracy hotel noise level standards.

Table NOISE-1 shows the City of Tracy Land Use Compatibility Chart. The table indicates that development of residential uses is "Normally Acceptable" where the ambient noise level is 65 dBA L_{dn} or less. Ambient levels exceeding 60 dB L_{dn} shall be analyzed following protocols in Appendix Chapter 12, Section 1208A, Sound Transmission Control, California Building Code. Construction where the ambient noise level exceeds 70 dBA L_{dn} is considered "Unacceptable." Construction may occur where noise levels range from 60 dBA L_{dn} to 70 dBA L_{dn} if noise reduction measures are implemented to ensure interior and exterior spaces are protected from excessive noise. Policy P5 establishes an acceptable interior noise level of 45 dBA L_{dn}.

Table NOISE-1: Effects of Vibration on People and Buildings

LAND USE CATEGORY	*EXTERIOR NOISE EXPOSURE (LDN)*					
	55	*60*	*65*	*70*	*75*	*80*
Single-Family Residential						
Multi-Family Residential, Hotels, and Motels		(a)				
Outdoor Sports and Recreation, Neighborhood Parks and Playgrounds						
Schools, Libraries, Museums, Hospitals, Personal Care, Meeting Halls, Churches						
Office Buildings, Business Commercial, and Professional						
Auditoriums, Concert Halls, Amphitheaters						

	NORMALLY ACCEPTABLE Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
	CONDITIONALLY ACCEPTABLE Specified land use may be permitted only after detailed analysis of the noise reduction requirements and the needed noise insulation features included in the design.
	UNACCEPTABLE New construction or development should generally not be undertaken because mitigation is usually not feasible to comply with noise element policies.

(A) RESIDENTIAL DEVELOPMENT SITES EXPOSED TO NOISE LEVELS EXCEEDING 60 LDN SHALL BE ANALYZED FOLLOWING PROTOCOLS IN APPENDIX CHAPTER 12, SECTION 1208A, SOUND TRANSMISSION CONTROL, CALIFORNIA BUILDING CODE. SOURCE: CITY OF TRACY GENERAL PLAN.

Table NOISE-2 shows the noise level standard of a one-hour average sound level permitted at any point on or beyond the boundaries of the property. The table indicates the proposed Project shall not produce non-transportation noise levels of 55 dBA L_{eq} at adjacent noise sensitive receptors.

Table NOISE-2: General Sound Level Limits at Base District Zone

BASE DISTRICT ZONE	*SOUND LEVEL LIMITS (DECIBELS)*
1. Residential Districts RE (Residential Estate) LDR (Low Density) MDR/MDC (Medium Density) HDR (High Density) RMH (Mobile Home)	55
2. Commercial Districts MO (Medical Office) POM (Professional Office and Medical) NS (Neighborhood Shopping) CBD (Central Business District) GHC (General Highway) H-s (Highway Service)	65
3. Industrial Districts M-1 (Light Industrial) M-2 (Heavy Industrial)	75

BASE DISTRICT ZONE	*SOUND LEVEL LIMITS (DECIBELS)*
4. A (Agricultural)	75
5. AMO Aggregate Mineral Overlay Zone	75

SOURCE: CITY OF TRACY MUNICIPAL CODE.

Existing Noise Receptors

Some land uses are considered more sensitive to noise than others. Land uses often associated with sensitive receptors generally include residences, schools, libraries, hospitals, and passive recreational areas. Sensitive noise receptors may also include threatened or endangered noise sensitive biological species, although many jurisdictions have not adopted noise standards for wildlife areas. Noise sensitive land uses are typically given special attention in order to achieve protection from excessive noise.

Sensitivity is a function of noise exposure (in terms of both exposure duration and insulation from noise) and the types of activities involved. In the vicinity of the Project site, sensitive land uses include existing single-family residential uses to the north of the Project site, multi-family residential uses to the east of the Project site, and commercial and office uses to the west and south of the Project site.

Existing General Ambient Noise Levels

The existing noise environment in the Project area is primarily defined by traffic on I-205 and Corral Hollow Road. To quantify the existing ambient noise environment in the Project vicinity, Saxelby Acoustics conducted continuous (24-hr.) noise level measurements at two locations on the Project site (LT-1 and LT-2). Noise measurement locations are shown on Figure 15. A summary of the noise level measurement survey results is provided in Table NOISE-3. Appendix B of Appendix C contains the complete results of the noise monitoring.

Table NOISE-3: Summary of Existing Background Noise Measurement Data

LOCATION	*DATE*	L_{DN}	*DAYTIME* L_{EQ}	*DAYTIME* L_{50}	*DAYTIME* L_{MAX}	*NIGHTTIME* L_{EQ}	*NIGHTTIME* L_{50}	*NIGHTTIME* L_{MAX}
LT-1: 330 ft. to CL of I-205.	11/11/22	67	63	62	72	61	60	72
	11/12/22	67	64	63	75	60	60	70
LT-2: 110 ft. to CL of Corral Hollow Rd	11/11/22	68	65	59	84	61	57	77
	11/12/22	67	65	61	81	60	55	75

SOURCE: SAXELBY ACOUSTICS, 2023.

The sound level meters were programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted L_{max}, represents the highest noise level measured. The average value, denoted L_{eq}, represents the energy average of all the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50}, represents the sound level exceeded 50 percent of the time during the monitoring period.

Larson Davis Laboratories (LDL) model 820 precision integrating sound level meters were used for the ambient noise level measurement survey. The meters were calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

Future Traffic Noise Environment at Off-Site Receptors

Off-Site Traffic Noise Impact Assessment Methodology

To assess noise impacts due to Project-related traffic increases on the local roadway network, traffic noise levels are predicted at sensitive receptors for "Existing" and "Background" conditions.

Existing and Background condition noise levels due to traffic are calculated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The model is based upon the Calveno reference noise factors for automobiles, medium trucks and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. The FHWA model was developed to predict hourly L_{eq} values for free-flowing traffic conditions. To predict traffic noise levels in terms of L_{dn}, it is necessary to adjust the input volume to account for the day/night distribution of traffic.

Project trip generation volumes were provided by the Project traffic engineer (Kimley Horn, 2023), and truck usage and vehicle speeds on the local area roadways were estimated from field observations. The predicted increases in traffic noise levels on the local roadway network for Existing and Background conditions which would result from the Project are provided in terms of L_{dn}.

Traffic noise levels are predicted at the sensitive receptors located at the closest typical setback distance along each Project-area roadway segment. In some locations sensitive receptors may not receive full shielding from noise barriers or may be located at distances which vary from the assumed calculation distance.

Tables NOISE-4 and NOISE-5 summarize the modeled traffic noise levels at the nearest sensitive receptors along each roadway segment in the Project area. Appendix C of Appendix C provides the complete inputs and results of the FHWA traffic modeling.

Based upon the Tables NOISE-4 and NOISE-5 data, the proposed Project is predicted to result in an increase in a maximum traffic noise level increase of 0.1 dBA.

Table NOISE-4: Predicted Traffic Noise Level and Projected-Related Traffic Noise Level Increases

ROADWAY	SEGMENT	PREDICTED EXTERIOR NOISE LEVEL (DBA L_{DN}) AT CLOSEST SENSITIVE RECEPTORS		
		EXISTING NO PROJECT	EXISTING + PROJECT	CHANGE
Orchard Parkway	South of Grant Line Rd	57.9	57.9	0.0
Corral Hollow Rd	South of Grant Line Rd	61.9	61.9	0.0
Grant Line Road	East of Corral Hollow Rd	61.2	61.2	0.0
Grant Line Road	West of Orchard Pkwy	58.3	58.3	0.0
Corral Hollow Rd	South of Kavanagh Ave	58.7	58.7	0.0
Corral Hollow Rd	North of Kavanagh Ave	58.7	58.7	0.0

SOURCE: SAXELBY ACOUSTICS, 2023.

Table NOISE-5: Background Traffic Noise Level and Projected-Related Traffic Noise Level Increases

ROADWAY	SEGMENT	PREDICTED EXTERIOR NOISE LEVEL (DBA L_{DN}) AT CLOSEST SENSITIVE RECEPTORS		
		BACKGROUND NO PROJECT	BACKGROUND + PROJECT	CHANGE
Orchard Way	South of Grant Line Rd	57.9	57.9	0.0
Corral Hollow Rd	South of Grant Line Rd	61.9	62.0	0.1
Grant Line Road	East of Corral Hollow Rd	61.3	61.3	0.0
Grant Line Road	West of Orchard Pkwy	58.4	58.4	0.0
Corral Hollow Rd	South of Kavanagh Ave	58.8	58.8	0.0
Corral Hollow Rd	North of Kavanagh Ave	58.7	58.7	0.0

SOURCE: SAXELBY ACOUSTICS, 2023.

Evaluation of Project Operational Noise on Existing Sensitive Receptors

Project site traffic circulation and residential HVAC noise are the primary noise sources for this Project. The data used is based upon a combination of manufacturer's provided data and Saxelby Acoustics data from similar operations.

On-Site Circulation

The Project is projected to generate 623 daily trips with 36 trips in the morning peak hour (Kimley Horn, 2023). Saxelby Acoustics assumed that one to two of these trips could be heavy trucks. Parking lot movements are predicted to generate a sound exposure level (SEL) of 71 dBA SEL at 50 feet for cars and 85 dBA SEL at 50 feet for trucks.

Traffic Noise Increases at Off-Site Receptors

Based upon the City's General Plan Policy P2 criteria, where existing traffic noise levels are greater than 65 dBA L_{dn}, at the outdoor activity areas of noise-sensitive uses, a +3.0 dBA L_{dn} increase in roadway noise levels will be considered significant. Where traffic noise levels cause an increase of +5.0 dB L_{dn}, an increase in roadway noise levels will be considered significant.

Where traffic noise levels cause new noise levels that exceed the City of Tracy noise standards, the noise level would be considered significant.

According to Tables NOISE-4 and NOISE-5, the maximum increase in traffic noise at the nearest sensitive receptor is predicted to be 0.1 dBA. Therefore, impacts resulting from increased traffic noise would be considered **less-than-significant**, and no mitigation is required.

Operational Noise at Existing Sensitive Receptors

The analysis for noise associated with the HVAC assumes rooftop equipment would contain ten-ton air-cooled chiller units. The units were assumed to have a sound level rating of 59 dBA L_{eq} at 50 feet. Manufacturers data.

Saxelby Acoustics used the SoundPLAN noise prediction model. Inputs to the model included sound power levels for the proposed amenities, existing and proposed buildings, terrain type, and locations of sensitive receptors. These predictions are made in accordance with International Organization for Standardization (ISO) standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). ISO 9613 is the most commonly used method for calculating exterior noise propagation. Figure 16 shows the noise level contours resulting from operation of the Project.

As shown on Figure 16, the Project is predicted to expose nearby residences to noise levels up to 44 dBA, L_{eq} during both daytime (7:00 a.m. to 10:00 p.m.) and nighttime (10:00 p.m. to 7:00 a.m.) hours. The predicted Project noise levels would meet the City of Tracy Municipal Code noise level standard of 55 dBA, L_{eq}. The results are also summarized in Table NOISE-6.

Table NOISE-6: Project Operational Noise Significant Increase at Adjacent Noise Sensitive Receptors

NOISE SENSITIVE RECEPTOR	*AMBIENT NOISE LEVEL*	*PROJECT NOISE LEVEL*	*AMBIENT + PROJECT NOISE LEVEL*	*DIFFERENCE*
1	67.7 L_{DN}[1]	51.0 L_{DN}[3]	67.8 L_{DN}[3]	0.1
2	62.7 L_{DN}[1,2]	45.0 L_{DN}[3]	62.8 L_{DN}[3]	0.1

NOTES:
[1] AS MEASURED AT LT-2
[2] ADJUSTED FOR SOUND WALL (MINUS 5 DBA)
[3] ASSUMES CONTINOUS DAY/NIGHT OPERATION
SOURCE: SAXELBY ACOUSTICS, 2023.

Based on Table NOISE-6 data, the proposed Project will result in a 0.1 increase in the ambient noise level of nearby noise-sensitive receptors. As stated in the City of Tracy General Plan Policy P2, mitigation measures shall be required for new development projects under the following conditions:

- Causes the L_{dn} at noise-sensitive uses to increase 3 dB or more and exceed the "normally acceptable level;
- Causes the L_{dn} at noise-sensitive uses increase 5 dB or more and remain "normally acceptable" level;
- Cause new noise levels to exceed the City of Tracy Noise Ordinance limits.

The predicted Project noise levels are predicted to comply with the City of Tracy General Plan Policy P2. This is a **less-than-significant** impact, and no mitigation is required.

Evaluation of Project Construction Noise on Existing Sensitive Receptors

During the construction of the proposed Project, noise from construction activities would temporarily add to the noise environment in the Project vicinity. As shown in Table NOISE-7, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dB at a distance of 50 feet.

Table NOISE-7: Vibration Levels for Varying Construction Equipment

TYPE OF EQUIPMENT	*PEAK PARTICLE VELOCITY @ 25 FEET (INCHES/SECOND)*	*PEAK PARTICLE VELOCITY @ 50 FEET (INCHES/SECOND)*	*PEAK PARTICLE VELOCITY @ 100 FEET (INCHES/SECOND)*
Large Bulldozer	0.089	0.031	0.011
Loaded Trucks	0.076	0.037	0.010
Small Bulldozer	0.003	0.001	0.000
Auger/drill Rigs	0.089	0.031	0.011
Jackhammer	0.035	0.012	0.004
Vibratory Hammer	0.070	0.025	0.009
Vibratory Compactor/roller	0.210	0.074	0.026

SOURCE: FEDERAL TRANSIT

During the construction phases of the Project, noise from construction activities would add to the noise environment in the immediate Project vicinity. As indicated in Table 6, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dBA L_{max} at a distance of 50 feet. Construction activities would also be temporary in nature and are anticipated to occur during normal daytime working hours.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A Project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

Noise from localized point sources (such as construction sites) typically decreases by approximately 6 dBA with each doubling of distance from source to receptor. Given this noise attenuation rate and assuming no noise shielding from either natural or human-made features (e.g., trees, buildings, fences), outdoor receptors within approximately 290 feet of construction sites could experience maximum instantaneous noise levels of greater than 75 dBA when on-site construction-related noise levels exceed approximately 90 dBA at the boundary of the construction site. As previously discussed, nearby noise-sensitive receptors consist predominantly of residential dwellings located near the northern and eastern boundaries of the Project site.

The City of Tracy Noise Ordinance places limitations on the acceptable hours of construction. During development of the proposed Project, construction activities occurring during the more noise-sensitive nighttime hours (i.e., 7 PM to 7 AM) are prohibited. Additionally, there are several residential uses directly north and east of the Project site which may be subject to construction

noise. As a result, noise-generating construction activities would be considered to have a potentially significant short-term impact.

Implementation of Mitigation Measure NOISE-1 would reduce construction-generated noise levels. With implementation of Mitigation Measure NOISE-1, the proposed Project would have a ***less than significant*** impact relative to this environmental topic.

MITIGATION MEASURE(S)

Mitigation Measure NOISE-1: *The City of Tracy Development Services Department shall establish the following as conditions of approval for any permit that results in the use of construction equipment:*

- *Construction shall be limited to 7:00 a.m. to 7:00 p.m.*
- *All construction equipment powered by internal combustion engines shall be properly muffled and maintained.*
- *Quiet construction equipment, particularly air compressors, are to be selected whenever possible.*
- *All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.*
- *Unnecessary idling of internal combustion engines is prohibited.*
- *The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.*

These requirements shall be noted on the Project plans prior to approval of grading and/or building permits.

Response b): Less than Significant. Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to the vibration will depend on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities in inches per second. Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of peak particle velocities.

Human and structural response to different vibration levels is influenced by several factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. Table NOISE-8 indicates that the threshold for damage to structures ranges from 0.2 to 0.6 peak particle velocity in inches per second (in/sec p.p.v.). One-half this minimum threshold or 0.1 in/sec p.p.v. is considered a safe criterion that would protect against architectural or structural damage. The general threshold at which human annoyance could occur is noted as 0.1 in/sec p.p.v.

Table NOISE-8: Effects of Vibration on People and Buildings

PEAK PARTICLE VELOCITY		HUMAN REACTION	EFFECT ON BUILDINGS
MM/SEC.	IN./SEC.		
0.15-0.30	0.006-0.019	Threshold of perception; possibility of intrusion	Vibrations unlikely to cause damage of any type
2.0	0.08	Vibrations readily perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
2.5	0.10	Level at which continuous vibrations begin to annoy people	Virtually no risk of "architectural" damage to normal buildings
5.0	0.20	Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations)	Threshold at which there is a risk of "architectural" damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize "architectural" damage
10-15	0.4-0.6	Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges	Vibrations at a greater level than normally expected from traffic, but would cause "architectural" damage and possibly minor structural damage.

SOURCE: CALTRANS. TRANSPORTATION RELATED EARTHBORN VIBRATIONS. TAV-02-01-R9601 FEBRUARY 20, 2002.

The vibration-generating activities typically happen during construction when activities such as grading and road construction occur. Structures which could be impacted by construction-related vibrations, especially vibratory compactors/rollers, are located approximately 130 feet, or further, from the Project site. At this distance, construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural. Table NOISE-9 shows the typical vibration levels produced by construction equipment.

Table NOISE-9: Vibration Levels for Varying Construction Equipment

TYPE OF EQUIPMENT	*PEAK PARTICLE VELOCITY @ 25 FEET (INCHES/SECOND)*	*PEAK PARTICLE VELOCITY @ 50 FEET (INCHES/SECOND)*	*PEAK PARTICLE VELOCITY @ 100 FEET (INCHES/SECOND)*
Large Bulldozer	0.089	0.031	0.011
Loaded Trucks	0.076	0.037	0.010
Small Bulldozer	0.003	0.001	0.000
Auger/drill Rigs	0.089	0.031	0.011
Jackhammer	0.035	0.012	0.004
Vibratory Hammer	0.070	0.025	0.009
Vibratory Compactor/roller	0.210	0.074	0.026

SOURCE: FEDERAL TRANSIT ADMINISTRATION, TRANSIT NOISE AND VIBRATION IMPACT ASSESSMENT GUIDELINES, MAY 2006.

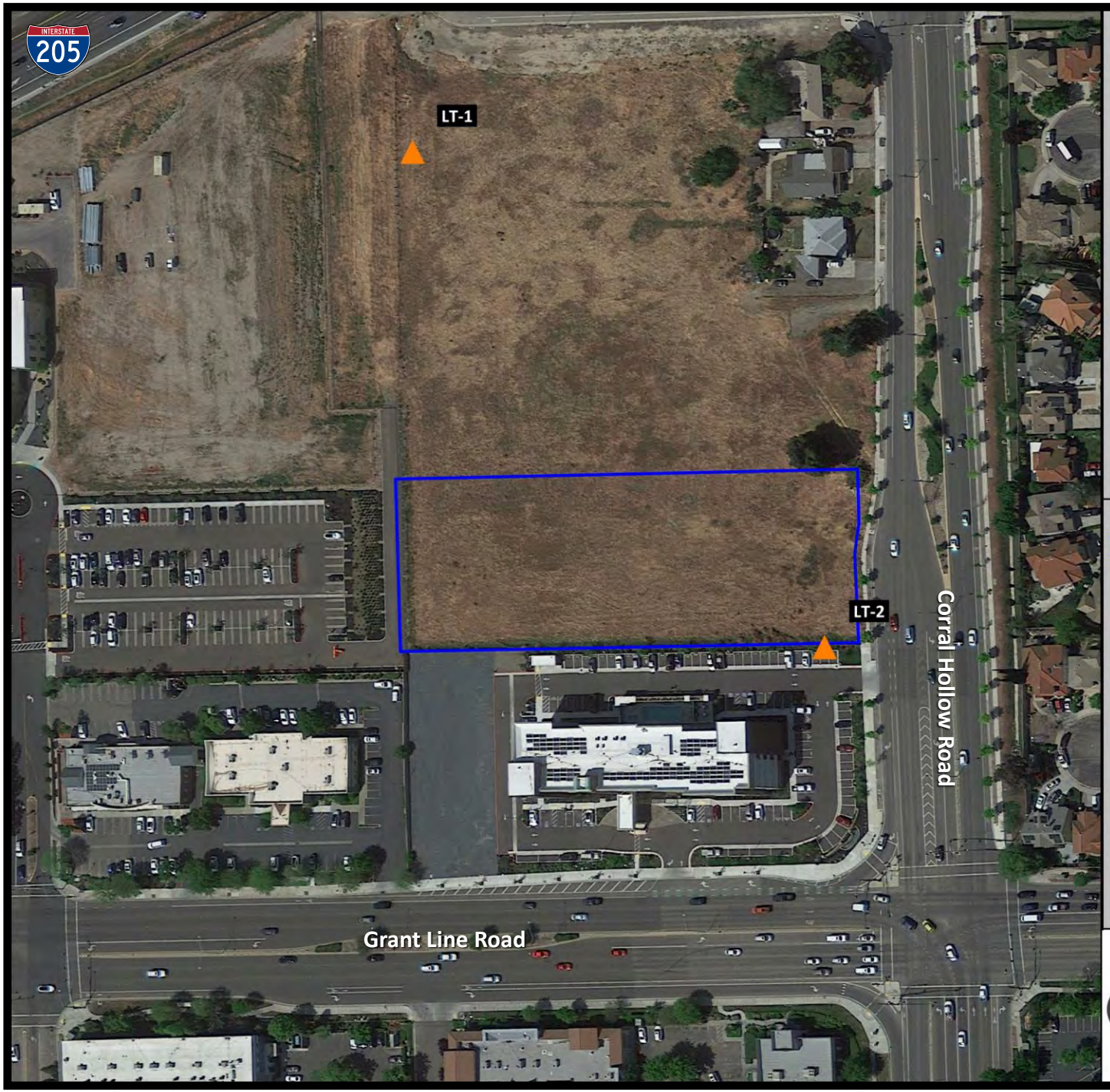
Construction Vibration Impacts

Construction vibration impacts include human annoyance and building structural damage. Human annoyance occurs when construction vibration rises significantly above the threshold of perception. Building damage can take the form of cosmetic or structural.

The Table NOISE-9 data indicates that construction vibration levels anticipated for the Project are less than the 0.2 in/sec threshold at distances of 26 feet. Sensitive receptors which could be impacted by construction related vibrations, especially vibratory compactors/rollers, are located further than 26 feet from typical construction activities. At distances greater than 26 feet construction vibrations are not predicted to exceed acceptable levels. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours.

This is a **less-than-significant** impact, and no mitigation is required.

Response c): No Impact. The Project site is located approximately 4.6 miles southeast of the nearest airport (the Tracy Municipal Airport) and is outside of the contours of the Tracy Municipal Airport land use plan. Therefore, there is **no impact** relative to this topic.



Tracy TRU by Hilton IS-MND

City of Tracy, California

Figure 15.

Noise Measurement Sites

Legend

- Project Site
- Noise Measurement Site - Long Term

50 ft 150 ft 250 ft

Projection: UTM Zone 10 / WGS84 / meters
Rev. Date: 01/12/2023

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Tracy TRU by Hilton Project

City of Tracy, California

Figure 16.

Stationary Noise Contours
Leq, dB(A)

Noise Level, dB(A)

55 <	<=	56
56 <	<=	57
57 <		

Legend

- Project Building
- Project Site
- Outdoor Area Noise Level

Scale 1:110

0 20 40 80 120 160 feet

N

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XIV. POPULATION AND HOUSING -- WOULD THE PROJECT:

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Implementation of the Project would result in the construction of a 78-room hotel on the Project site. The proposed Project is located near the northern edge of an existing urbanized area of the City. There is existing infrastructure (roads, water, sewer, etc.) in the immediate vicinity of the Project site. While the Project would extend these services onto the site to serve the proposed development, the Project would not extend infrastructure beyond an area of the City not currently served. Therefore, while the Project may induce population growth through the provision of a 78-room hotel in the short-term, the Project would not indirectly induce population growth in other areas of the City of Tracy.

This impact is **less-than-significant**, as demonstrated throughout this document. No additional mitigation is required.

Response b): Less than Significant. There are no residential structures located on the Project site. Development of the Project would not create or remove housing. Therefore, the Project would not displace substantial numbers of people or existing housing and would have a **less-than-significant** impact in this respect.

XV. PUBLIC SERVICES

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?			X	
Police protection?			X	
Schools?			X	
Parks?			X	
Other public facilities?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a.i) Fire Protection: Less than Significant. On September 16, 1999, the City of Tracy Fire Department merged with the Tracy Rural Fire Protection District, forming the South San Joaquin County Fire Authority (SCFA). The SCFA was created to provide fire protection services to the entire jurisdictional area of both the corporate city limits and surrounding rural community. Employees of the Tracy Rural Fire Protection District became employees of the City of Tracy with the City of Tracy maintaining day to day administrative control of the department. Both the Tracy Rural Fire Protection District and the City of Tracy contract with the SCFA to receive fire protection services. The SCFA in turn contracts with the City of Tracy to provide employees and administrative services.

The SCFA/Tracy Fire Department provides emergency medical services to citizens located within the San Joaquin Emergency Medical Services Agency (SJEMSA) Zone C. Ambulance transport is provided by private provider, American Medical Response (AMR) under contract with the SJEMSA. The SCFA currently operates six fire stations and an administrative office. Twenty-four hour-per-day staffing is provided with six paramedic engine companies and one ladder truck company. Four fire stations are within the incorporated area of the City of Tracy, and two are in the surrounding rural Tracy area.

The SCFA conducted a Standards of Response Coverage study in late 2007. Findings of the study indicated that the Department had challenges in meeting its established response time objectives in the areas of the West Valley Mall and Downtown Tracy utilizing existing resources. The Project site is located approximately 0.25 miles southeast of the West Valley Mall. Two new facilities were opened in June 2014, to replace Fire Stations 92 and 96. The new facilities allow the Fire Department to serve the greater community of Tracy (including the West Valley Mall) more effectively within the established response time standard of 6.5 minutes.

The nearest fire station, Station 96, is located approximately 0.15 miles southeast of the Project site. The City of Tracy Public Safety Master Plan identifies this fire station that will permanently serve the Project area as Station "96" (Figure 22).

Response time and fire department effectiveness once units arrive are critical considerations in mitigating emergencies. The response time standard is defined as total reflex time (1:30 call processing, 1:00 turn-out time, and 4:00 travel-time). In addition, the SCFA performance standard to measure effectiveness is to confine moderate risk structure fires to the room of origin or less 90 percent of the time in the City. In order to successfully mitigate emergencies, it is essential the SCFA assemble an adequate number of personnel to perform critical tasks at the scene once the unit(s) arrive.

Recognizing the potential need for increases in fire protection and emergency medical services, the City's General Plan includes policies to ensure that adequate related facilities are funded and provided to meet future growth (Objective PF-1.1, P1). This policy is implemented through the review of all new projects with the City's Sphere of Influence, prior to development, and through the collection of development impact fees for the funding of facilities.

Impact fees from new development are collected based upon projected impacts from each development. The adequacy of impact fees is reviewed on an annual basis to ensure that the fee is commensurate with the service facility and equipment needs.

Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from property taxes, sales taxes, participation in the Community Facilities District or similar funding mechanism, and other revenues generated by the Project, would fund capital and labor costs associated with fire protection services.

All construction plans and development proposals are evaluated to determine fire protection needs. The Fire Prevention Division works closely with other City departments to ensure appropriate design and construction standards, including adequate fire protection water flows and that fire-resistant building materials are met within new development projects.

A Water Distribution System Hydraulic Network Analysis was prepared by Blackwater Consulting Engineers for the proposed Project on February 3, 2023 (as provided in Appendix D). As part of the Analysis, individual fire flow demands were simulated at locations along the Project where fire service connections are proposed in order to evaluate the potable water system during maximum day demand with fire flow scenario for the Project. No storage capacity issues were identified. Overall, this impact is considered **less than significant**.

a.ii) Police Protection: Less than Significant. The Tracy Police Department provides police protection services to the City of Tracy. Its headquarters are located at 1000 Civic Center Drive, approximately 2.2 miles southeast of the Project site. There are no satellite offices or plans to construct any in the near future.

The Department divides calls into three categories, Priority 1, 2, and 3 calls. Priority 1 calls are defined as life threatening situations. Priority 2 calls are not life threatening, but require

immediate response. Priority 3 calls cover all other calls received by the police. Average response time for Priority 1 calls within city limits is approximately six to eight minutes. Response time for Priority 2 and 3 calls is, on average, 22 minutes.

The Tracy Police Department provides mutual aid to the San Joaquin County Sheriff's office, and vice versa, when a situation exceeds the capabilities of either department. Mutual aid is coordinated through the San Joaquin County Sheriff.

The City of Tracy General Fund provides approximately 96% of the Police Department's budget. The remaining 4% comes from various grants, fees, and assessments. The Police Department operates on a pre-approved annual budget, based on a fiscal year. New service demands are assessed when budget proposals are reviewed. Supplemental budget requests are considered on a case-by-case basis during the fiscal year.

It is not anticipated that implementation of the proposed Project would result in significant new demand for police services. Project implementation would not require the construction of new police facilities to serve the Project Area, nor would it result in impacts to the existing response times and existing police protection service levels. Therefore, impacts to police services will be **less than significant.**

a.iii) Schools: Less than Significant. The proposed Project includes development of a 78-room hotel in an area adjacent to existing commercial uses. Such uses would generate additional students requiring accommodation in the Tracy Unified School District (TUSD).

The TUSD collects impact fees from new developments under the provisions of SB 50. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from taxes, would fund capital and labor costs associated with school services. The adequacy of fees is reviewed on an annual basis to ensure that the fee is commensurate with the service. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from property taxes, sales taxes, and other revenues generated by the Project, would fund improvements associated with school services. Under the provisions of SB 50, a project's impacts on school facilities are fully mitigated via the payment of the requisite new school construction fees established pursuant to Government Code Section 65995. As such, the Project's impacts to school services are **less than significant**.

a.iv) Parks: Less than Significant. Potential Project impacts to parks and recreational facilities are addressed in the following Recreation section of this document.

a.v) Other Public Facilities: Less than Significant. Other public facilities in the City of Tracy include libraries, hospitals, and cultural centers such as museums and music halls. The proposed Project would increase demand on these facilities. The City of Tracy General Plan requires new development to pay its fair share of the costs of public buildings by collecting the Public Buildings Impact Fee. The Public Buildings Impact fee is used by the City to expand public services and maintain public buildings, including the Civic Center and libraries in order to meet the increased demand generated by new development. The collection of fees and determined fair share fee amounts are adopted by the City as Conditions of Approval (COAs) for all new development

projects prior to Project approval. Payment of the applicable impact fees by the Project applicant, and ongoing revenues that would come from taxes, would ensure that Project impacts to libraries and public buildings are **less than significant.**

XV. RECREATION

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

RESPONSES TO CHECKLIST QUESTIONS

Responses a), b): Less than Significant. The proposed Project would increase demand for parks and recreational facilities within the City of Tracy, and would increase the use of the City's existing parks and recreation system. Patrons of the proposed hotel may visit existing park and recreational facilities within the City. As described in the Tracy General Plan, the City maintains 48 mini-parks, 15 neighborhood parks, and eight community parks, providing approximately 256 acres at 71 sites. The City is also in the process of constructing the Legacy Fields sports park at the northern edge of the City, which will provide an additional 166 acres of sports parks, 86 acres of passive recreation area, and a 46-acre future expansion area for additional park facilities.

The City strives to maintain a standard of 4 acres of park land for every 1,000 persons. In order to maintain this standard, the City requires new development projects to either include land dedicated for park uses, or to pay in-lieu fees towards the City's parks program. Chapter 13.12 of the Tracy Municipal Code states that, *"all development projects shall be required to maintain the City standard of four (4) acres of park land per 1,000 population. All development projects, as a condition of approval of any tentative parcel map or tentative subdivision map, or as a condition of approval of any building permit, shall dedicate land to the City or pay a fee in lieu thereof, or a combination of both, in order to maintain this City standard. The precise obligation of any development project to dedicate land or pay a fee pursuant to this section shall be incorporated in the implementing resolution for the park fee applicable to the development project."*

The City of Tracy requires the payment of the Project's fair share in-lieu parks fees, as required by the City's General Plan. The collection of fees and determined fair share fee amounts are adopted by the City as Conditions of Approval (COAs) for all new development projects prior to Project approval. Fees paid aid in the development of new park-space and maintenance as required, to ensure continued high quality park facilities for all city residents. Additionally, given that the City maintains an ample and diverse range of park sites and park facilities, and collects fees from new development to fund the construction of new parks and the maintenance of existing parks, the additional demand for parks generated by the proposed Project would not result in the physical deterioration of existing parks and facilities within Tracy. As such, this is a **less than significant** impact and no mitigation is required.

XVI. TRANSPORTATION AND CIRCULATION -- WOULD THE PROJECT:

Would the project:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			X	
b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. Implementation of the proposed Project would not result in a conflict with an existing or planned pedestrian facility, bicycle facility, or transit service/facility. In addition, the Project would not interfere with the implementation of a planned bicycle facility, pedestrian facility, or transit service/facility. The Project would not cause a degradation in transit service such that service does not meet performance standards established by the transit operator.

Existing pedestrian and bicycle facilities are located on the roadways adjacent to the Project site. There are no pedestrian or bicycle facilities within the undeveloped Project site. The City of Tracy General Plan describes an interconnected, hierarchical system of sidewalks, on-street bike lanes, and off-street trails for pedestrians and bicyclists that provides access to this area of the City of Tracy. The Project's transportation and circulation system is designed to accommodate access to and from Corral Hollow Road.

Site access would be provided by a new shared driveway located in the southeast corner of the site off Corral Hollow Road. This driveway would be shared with the adjacent Home2Suites Hotel located adjacent south of the Project site. The existing fencing at the southern boundary of the Project site and northern boundary of the adjacent hotel site would be removed to allow for free-flow of pedestrians, bicycles, and automobiles. The Project would also include a secondary shared access to the adjacent Home2Suites Hotel in the southeastern portion of the site. Additionally, a future shared access with the properties to the north and west would be provided in the northwestern portion of the Project site. This northwestern shared access would not be fully developed until the adjacent properties to the north and west are developed at some time in the future.

Additionally, as part of the proposed Project, the pedestrian push button systems at the Orchard Parkway/Grant Line Road intersection and Kavanagh Avenue/Corral Hollow Road intersection would be upgraded. Additionally, the striping on the southbound lanes of Corral Hollow Road

from the Project frontage to the intersection at Grant Line Road would be refreshed. Further, the southbound bicycle lane striping would be updated from the northern property line to the intersection of Grant Line Road, per the City of Tracy Standard Plans.

Overall, this impact would be **less than significant**.

Response b): Less than Significant. A CEQA Transportation Review was prepared by Kimley Horn on January 12, 2022. The following VMT analysis is based on the CEQA Transportation Review prepared by Kimley Horn (See Appendix B for further detail).

Per the City's Draft VMT Policy, Kimley Horn conducted a VMT analysis for the proposed Project for automobile (employee) trips only. The purpose of the VMT analysis was to measure the transportation impact of the proposed development.

The City of Tracy considers the VMT performance of residential and non-residential components of a project separately, using the efficiency metrics of VMT per capita and VMT per employee as described in the City of Tracy Transportation Master Plan Update (2022). For retail components of a project, or other customer-focused uses, the citywide VMT change is analyzed. The City of Tracy's VMT thresholds of significance are summarized below for each of these components:

- Residential – 15% below baseline (existing) average VMT per Capita
- Employment-based land uses (e.g., office) – 15% below baseline (existing) average VMT per Employee
- Customer-based non-residential land uses (e.g., retail) – No net increase in VMT

Methodology and Assumptions

Based on the land use information provided, for the purposes of SB 743 analysis and the determination of transportation related significant impacts, the proposed hotel land use was analyzed.

In terms of a VMT analysis, hotels are grouped into two categories, typical and destination. Typical hotels are generally those hotels with limited amenities that may include a dining area with a breakfast buffet, small gym, and sometimes a pool; generally, guests stay at these hotels because their ultimate destination is in the vicinity of the hotel. Alternatively, guests visiting destination hotels will spend the majority of their time on the hotel property or engaging in activities run by the hotel because the hotel is their ultimate destination. While both types of hotels are customer-based, and impacts are measured in terms of whether the hotel increases regional VMT, destination hotels generally require quantitative analyses while typical hotels can be assumed to result in a less than significant impact. Conversely, destination hotels do not serve pre-existing needs as they offer special amenities that aren't offered elsewhere, and guests typically spend the majority of their time on the destination hotel property. The Chaminade Resort & Spa in Santa Cruz or the Great Wolf Lodge and Resort in Manteca are examples of destination hotels while the proposed Project is an example of a typical hotel. Guests will choose the hotel type based on their reason for travel, such as a work-related trip versus a spa vacation retreat.

Analysis

Similar to retail stores, typical hotels such as the proposed Project most often serve pre-existing needs (i.e., the hotel does not generate new trips because it meets existing demand) because their guests are staying at the hotel not because of the amenities offered by the hotel, but because of the area the hotel is located in. Because of this, typical hotels can be presumed to reduce trip lengths when a new hotel is proposed. Essentially, the assumption is that someone will travel to a newly constructed typical hotel because of its proximity to the area attraction, rather than that the proposed hotel is fulfilling an unmet need (i.e., the person had an existing need to travel to the area that was previously met by an existing hotel located in the same general area, but now is traveling to the new hotel because it is either closer to the person's origin location or located a similar distance away). Typical hotels most often they can be presumed to reduce trip lengths when a new hotel is introduced within a cluster of existing hotels located near a local destination or attraction. Essentially, a trip to a hotel is expected to occur due to someone planning to travel to Tracy, or the immediate area, but the proximity of the hotel to the surrounding attractions would drive the length of that trip and the resultant impact to the overall transportation system. Thus, the impact to the transportation system would be negligible or reduced by the introduction of a new hotel to an area where people are already traveling and planning on staying unless the hotel significantly effects the local supply of rooms or introduces a significant new attraction.

While a specific market study for the proposed hotel is not provided as part of the VMT analysis, a map showing the proximity of other similar hotels is provided as Figure 17. A half-mile buffer was placed around the seven existing hotels in the area, as well as the proposed Project, to visually represent the lack of overlapping service area between the proposed Project and the existing hotels. As shown in Figure 17, the proposed Project, identified with a red icon labeled "Proposed Tru by Hilton", and a yellow buffer surrounding it, will reduce trip lengths by "adding hotel opportunities into the local area, further improving hotel destination proximity".[4] Accordingly, it is appropriate that the proposed Project development be presumed, in accordance with the Technical Advisory, that it will result in a VMT reduction and support the goals of SB 743.

Findings

Based on the results of this analysis, the addition of a proposed hotel in the Project location can shorten existing trip lengths, which would result in a net decrease in VMT. Therefore, it is presumed that the VMT-related impact of the proposed hotel would be **less than significant**.

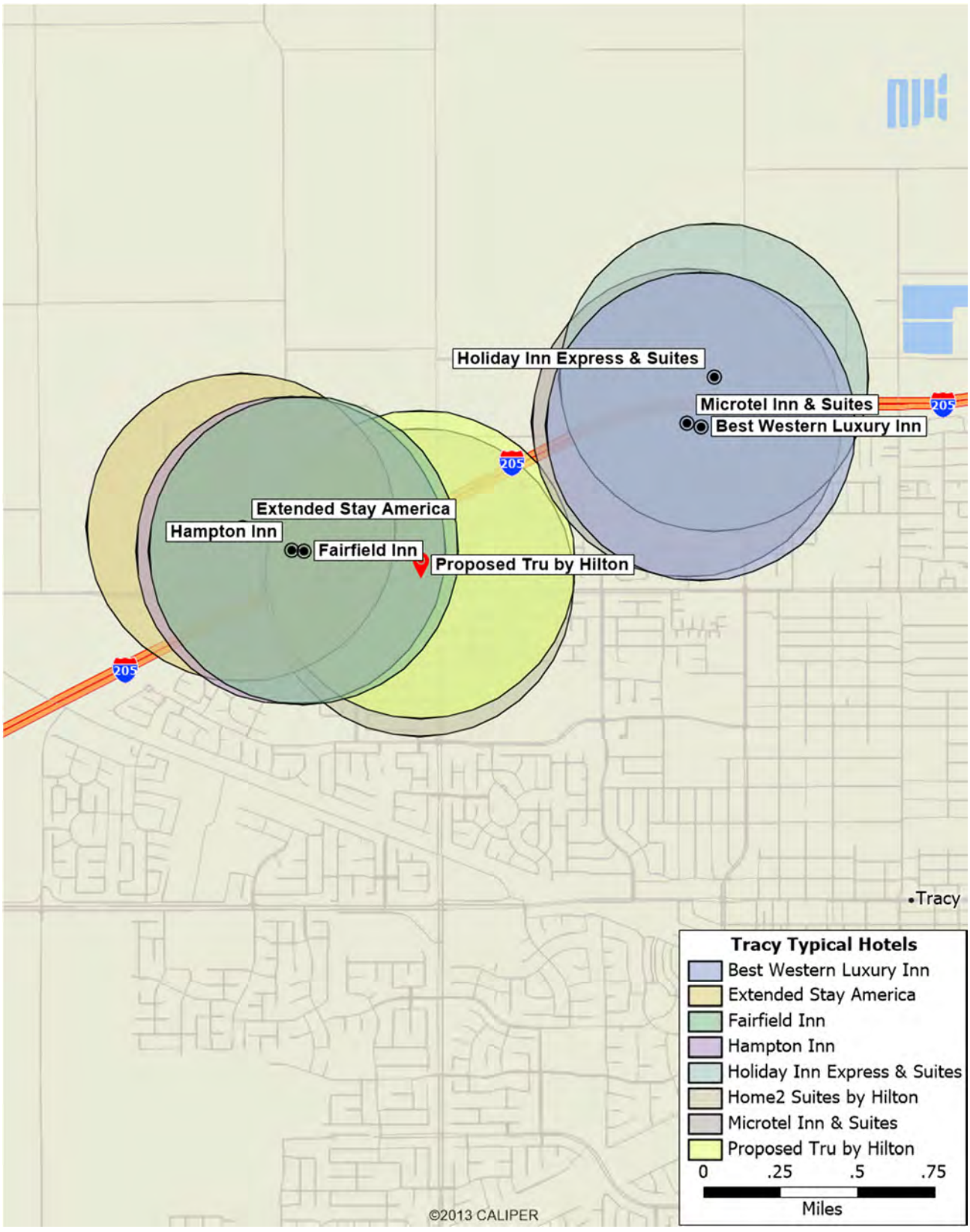
Responses c-d): Less than Significant. No site circulation or access issues have been identified that would cause a traffic safety problem/hazard or any unusual traffic congestion or delay that could impede emergency vehicles or emergency access. The Project does not include any design features or incompatible uses that pose a significant safety risk. The Project would create no adverse impacts to emergency vehicle access or circulation. Site access would be provided by a

[4] Technical Advisory on Evaluating Transportation Impacts in CEQA. Governor's Office of Planning and Research. December 2018. Page 16.

new shared driveway located in the southeast corner of the site off Corral Hollow Road. This driveway would be shared with the adjacent Home2Suites Hotel located adjacent south of the Project site. The existing fencing at the southern boundary of the Project site and northern boundary of the adjacent hotel site would be removed to allow for free-flow of pedestrians, bicycles, and automobiles. The Project would also include a secondary shared access to the adjacent Home2Suites Hotel in the southeastern portion of the site. Additionally, a future shared access with the properties to the north and west would be provided in the northwestern portion of the Project site. This northwestern shared access would not be fully developed until the adjacent properties to the north and west are developed at some time in the future.

Overall, Project implementation would have a **less-than-significant** impact relative to this topic.

Figure 17. Proximity of Project to Existing Hotels



SOURCe: Tru by Hilton CEQA Transportation Review (Kimley Horn, 2023).

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XVII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?		X		
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.		X		

BACKGROUND

Assembly Bill 52 (AB 52) requires a lead agency, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project if: (1) the California Native American tribe requested to the lead agency, in writing, to be informed by the lead agency through formal notification of proposed projects in the geographic area that is traditionally and culturally affiliated with the tribe, and (2) the California Native American tribe responds, in writing, within 30 days of receipt of the formal notification, and requests the consultation. The City of Tracy has not received any requests from California Native American tribes to be informed through formal notification of proposed projects in the City's geographic area.

RESPONSES TO CHECKLIST QUESTIONS

Responses a.i)-a.ii): Less than Significant with Mitigation. The City of Tracy General Plan and subsequent EIR does not identify the site as having prehistoric period cultural resources. Additionally, there are no known unique cultural resources known to occur on, or within the immediate vicinity of the Project site. The site has previously been used for agricultural uses. No instances of cultural resources or human remains have been unearthed on the Project site. Based on the above information, the Project site has a low potential for the discovery of prehistoric, ethnohistoric, or historic archaeological sites that may meet the definition of Tribal Cultural Resources. Although no Tribal Cultural Resources have been documented in the Project site, the Project is located in a region where cultural resources have been recorded and there remains a potential that undocumented archaeological resources that may meet the Tribal Cultural Resource definition could be unearthed or otherwise discovered during ground-disturbing and

construction activities. Examples of significant archaeological discoveries that may meet the Tribal Cultural Resources definition would include villages and cemeteries.

Due to the possible presence of undocumented Tribal Cultural Resources within the Project site, construction-related impacts on tribal cultural resources would be potentially significant. Implementation of the Mitigation Measure CUL-1 would require appropriate steps to preserve and/or document any previously undiscovered resources that may be encountered during construction activities, including human remains. Implementation of this measure would reduce this impact to a **less than significant** level.

MITIGATION MEASURE(S)

Implement Mitigation Measure CUL-1

XVIII. UTILITIES AND SERVICE SYSTEMS -- WOULD THE PROJECT:

Would the project:	*Potentially Significant Impact*	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Require or result in the relocation or construction of new or expanded water, wastewater or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the projects projected demand in addition to the providers existing commitments?			X	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

Responses to Checklist Questions

Response a)-c): Less than Significant.

Water

The provision of public services and the construction of onsite infrastructure improvements will be required to accommodate the development of the proposed Project. The proposed Project would require extensions of offsite water conveyance infrastructure to the Project site for potable water and irrigation water. Water distribution will be by an underground distribution system to be installed as per the City of Tracy standards and specifications. All offsite water utility improvements will be in or adjacent to existing roadways along the perimeter of the Project site, thereby limiting any potential impact to areas that were not already disturbed.

Estimated Project Water Demands

A Water Distribution System Hydraulic Network Analysis was prepared by Blackwater Consulting Engineers for the proposed Project on February 3, 2023 (as provided in Appendix D). As part of the Analysis, the water demands for the Project were estimated based on the unit water demand factors adopted in the 2020 Water System Master Plan (WSMP) Update. The total annual potable water demand for the Project is approximately 3.68 acre-ft per year (af/yr) based on a unit water demand factor of 2.0 af/ac/yr for commercial land use and a unit water demand factor

of 1.9 af/ac/yr for non-residential irrigation land use. Maximum day demands are estimated to be 170 percent of average day demands, and peak hour demands are estimated to be 290 percent of average day demands. Table UTIL-1 summarizes the estimated water demands for the Project.

TABLE UTIL-1: ESTIMATED PROJECT WATER DEMANDS

LAND USE DESIGNATION	*ACREAGE*	*UNIT POTABLE WATER DEMAND FACTOR[B], AF/AC/YR*	*ANNUAL POTABLE WATER DEMAND, AF/YR*
Site[A]	1.67	--	--
Commercial[B]	1.42	2.00	2.85
Landscape Irrigation[B]	0.25	1.90	0.48
UAFW[C]	--	--	0.35
TOTAL	**--**	**--**	**3.68**

NOTES: [A] BASED ON TRU BY HILTON PLAN SET.
[B] CONSISTENT WITH ASSUMPTIONS IN THE 2020 WSMP UPDATE - UNIT WATER DEMAND FACTOR TO BE APPLIED TO 85 PERCENT OF THE TOTAL GROSS ACRES ONLY, ASSUMING 15 PERCENT OF THE GROSS ACREAGE IS ASSUMED TO BE LANDSCAPE.
[C] UNACCOUNTED-FOR WATER (UAFW) IS EQUAL TO 9.6 PERCENT OF TOTAL WATER DEMAND.
SOURCE: BLACKWATER CONSULTING ENGINEERS, 2023.

Based on the modeling results, the Project does not significantly impact the existing system deficiencies. There is sufficient storage capacity to serve the Project. No off-site improvements are required to serve the Project.

Conclusion

Overall, according to the Water Distribution System Hydraulic Network Analysis, the City of Tracy currently has sufficient storage capacity in Zones 1 and 2 (existing system operations) and Zone 3 (future alternative system operations) to meet the needs of the proposed Project. The proposed Project would not result in insufficient water supplies available to serve the proposed Project from existing entitlements and resources. Therefore, the proposed Project would result in a **less than significant** impact to water supplies.

Wastewater

The provision of public services and the construction of onsite infrastructure improvements will be required to accommodate the development of the proposed Project. The proposed Project would require extensions of offsite wastewater conveyance infrastructure to the Project site. Wastewater lines would be connected via existing lines along S. Corral Hollow Road and Grant Line Road. All offsite water utility improvements will be in or adjacent to existing roadways along the perimeter of the Project site, thereby limiting any potential impact to areas that were not already disturbed.

Sewer generated from the Project is proposed to flow into the existing sewer trunkline in Corral Hollow Road. The Corral Hollow Sewer System consists of gravity sewer pipelines in Corral Hollow Road. A majority of the sewer from the Corral Hollow Sewer System flows into the Larch Pump Station where sewer flows are pumped to the wastewater treatment plant (WWTP).

Estimated Project Sewer Flows

A Sewer Collection System Hydraulic Capacity Analysis was prepared for the proposed Project by Blackwater Consulting Engineers on February 3, 2023 (as provided in Appendix E).

As part of the Analysis, the average dry weather flow (ADWF) for the Project was calculated based on the wastewater generation factors adopted in the 2012 Wastewater Master Plan (WWMP). The total ADWF for the Project is approximately 1,904 gallons per day (gpd) based on a wastewater generation factor of 1,140 gpd/gross acre for the commercial land use designation. Table UTIL-2 presents the estimated Project ADWF.

TABLE UTIL-2: ESTIMATED PROJECT ADWF

LAND USE DESIGNATION	*GROSS ACREAGE*	*GENERATION FACTOR, GPD/GROSS ACRE*	*ADWF. GPD*
Commercial	1.67	1,140	1,904

SOURCE: BLACKWATER CONSULTING ENGINEERS, 2023.

PWWF includes the peak dry weather flow (PDWF) and the rainfall induced inflow/infiltration. The total estimated PWWF is 6,494 gpd. Table UTIL-3 provides the values for parameters used to estimate the PWWF.

TABLE UTIL-3: ESTIMATED PROJECT PWWF

PARAMETER	*VALUE*
Peaking Factor	3.00
Gross Acreage	1.67
PDWF[1], gpd	5,711
Infiltration[2], gpd	114
Inflow[3], gpd	668
PWWF[4], gpd	**6,494**

NOTES: [1]PDWF IS EQUAL TO ADWF MULTIPLY BY THE PEAKING FACTOR
[2]INFILTRATION IS EQUAL TO SIX (6) PERCENT OF THE ADWF
[3]INFLOW IS EQUAL TO THE GROSS ACREAGE MULTIPLY BY 400 GAL/AC-DAY
[4]PWWF IS EQUAL TO THE SUMMATION OF THE PDWF, INFILTRATION, AND INFLOW.
SOURCE: BLACKWATER CONSULTING ENGINEERS, 2023.

The model results indicate that the existing Corral Hollow Sewer System has capacity to serve the Project based on the estimated PWWFs in 2023 and 2024. Additionally, the model results indicate that the existing Corral Hollow Sewer System has capacity to serve the Project with the Phase 2 parallel pipeline improvement.

Based on the evaluation completed as part of the Sewer Collection System Hydraulic Capacity Analysis, the existing Corral Hollow Sewer System and the Larch Pump Station have the capacity to serve the Project. No additional off-site improvements are required to serve the Project. Additionally, preliminary review indicates the utility plan meets City requirements for on-site sewer improvements.

Conclusion

Ultimately, the sanitary sewer collection system will be an underground collection system installed as per the City of Tracy standards and specifications. Sanitary sewer disposal and treatment will be to the City of Tracy WWTP. The development of the proposed Project would not exceed the wastewater discharge requirements in the WDR Order. Therefore, the proposed Project is anticipated to have a **less than significant** impact relative to this topic.

Storm Drainage

Because the proposed Project increases impervious surface area from an existing undeveloped and predominately previous site, the Project site could increase runoff significantly. Project impacts to stormwater are considered potentially significant. Onsite storm drainage would be installed to serve the proposed Project. Development of the proposed Project would include construction of a new storm drainage system.

Pursuant to section 11.34.210 Design Standards of the City's Municipal Code, installation of the Project's storm drain system would be required to conform to the design criteria, standard plans and specifications and the inspection and testing procedures set forth in the applicable City public improvement design standards. Thus, the proposed storm drainage collection and detention system will be subject to the SWRCB and City of Tracy regulations, including: Tracy Municipal Code, Tracy Storm Drain Master Plan, 2012; Phase II, NPDES Permit Requirements; NPDES-MS4 Permit Requirements; and LID Guidelines.

To that end, the Wood Rogers prepared a Stormwater Runoff Management Technical Memorandum on January 4, 2023 (as provided in Appendix F), which identifies how the proposed Project would mitigate for potential discharges on and near the Project site as well as further downstream. The Technical Memorandum includes four recommendations:

5. The Project either should be conditioned to demonstrate to the satisfaction of the City Engineer that infiltration is feasible and that the concept shown on the Project's Preliminary Plan meets the requirements of the Multi-Agency Post Construction Stormwater Standards Manual, otherwise, the applicant must provide an alternative drainage and stormwater quality treatment configuration that meets the City's Design Standards.
6. It should be noted in the Project Conditions of Approval that a stormwater pump system and flow-through planter configuration will be required in order to meet the City's Design Standards unless the applicant demonstrates to the satisfaction of the City Engineer that the configuration shown on the Preliminary Plans (or an alternative configuration) meets all of the applicable requirements.
7. Appropriate calculations will need to be provided with the Project's Design Plans in order to demonstrate that the hydraulic grade lines on the Project will meet the drainage constraints.
8. The Project should be conditioned to provide a maintenance plan for the site drainage system and to maintain the system in perpetuity.

According to the City,[5] storm drain issues identified in the Technical Memorandum have been resolved and the recommendations in the Memorandum will be City conditions of approval for the Project. Therefore, impacts from Project implementation would be **less than significant**.

Responses d), e): Less than Significant. The City of Tracy contracts with Tracy Disposal Service, a private company, for solid waste collection and disposal. Based on the most recent waste generation factor provided by CalRecycle for hotel/motel uses, the proposed Project is expected to generate approximately 156 pounds per day of solid waste upon full buildout, which is equivalent to less than 0.08 tons per day; refer to Table UTIL-4.

TABLE UTIL-4: ESTIMATED SOLID WASTE GENERATION[6]

LAND USE	*GENERATION FACTOR(1)*	*PROJECT*	*ESTIMATED SOLID WASTE (LBS/DAY)*
Hotel/Motel	2 lbs/room/day	78 rooms	156

(1) CALRECYCLE 2023

Currently, the permitted capacity of the Foothill Landfill is 102 million cubic yards. The remaining capacity of the facility is approximately 95 million cubic yards. As noted previously, the remaining capacity of the facility is approximately 95 million cubic yards. Current permits indicate a closure in 2054. There are no plans to expand the Foothill Landfill or build a new one to accommodate Tracy's waste since the Foothill Landfill is expected to meet the City's needs for the foreseeable future. The addition of the volume of solid waste associated with the proposed Project to the Foothill Landfill would not exceed the landfill's remaining capacity.

Overall, the proposed Project would be required to comply with applicable State and local requirements including those pertaining to solid waste, construction waste diversion, and recycling. The City would coordinate development of the proposed Project with Tracy Disposal Service. Furthermore, the addition of the volume of solid waste associated with the proposed Project, approximately 0.08 tons per day, would increase the total tons of solid waste to the MRF; however, this increase would not cause an exceedance of the landfill's remaining capacity. Therefore, the proposed Project would not generate solid waste in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals, or exceed any State or local standards associated with solid waste. This is a **less-than-significant** impact.

[5] Personal communication with Alan Bell, Senior Planner, City of Tracy, March 21, 2023.
[6] See: https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates

XV. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporation*	*Less Than Significant Impact*	*No Impact*
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

RESPONSES TO CHECKLIST QUESTIONS

Response a): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant impacts that would substantially reduce the habitat of fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal to the environment. All potentially significant impacts related to plant and animal species would be mitigated to a less than significant level. The proposed Project would be required to implement a SWPPP aimed at reducing stormwater pollutants and runoff during construction, as well as through compliance of various other state, regional and local standards. Specifically related to ensuring the continued sustainability of biological resources through adaptive management, Mitigation Measure BIO-2 requires the SJMSCP Monitoring Plan an Annual Report process, Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan. The Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species that would reduce any potentially significant impacts to a less than significant level. Through the full mitigation of biological impacts, the Project would not result in any cumulative impacts, related to biological resources. These are **less-than-significant** impacts.

Response b): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant individual or cumulative impacts that would not be mitigated to less than significant levels. Therefore, these are **less-than-significant** impacts.

Response c): Less than Significant. As described throughout the analysis above, the proposed Project would not result in any significant impacts that would have environmental effects which will cause substantial adverse effects on humans. The analysis in the relevant sections above provides standards and mitigation measures to reduce any potentially significant impacts on humans to less than significant levels. A variety of mitigation measures including those related to aesthetics and light and glare, GHG and air quality, cultural resources, hazardous materials, seismic hazards, water pollution and water quality, and noise, ensure any adverse effects on humans are reduce to an acceptable standard. Therefore, these are **less-than-significant** impacts.

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Proposed TRU by Hilton Project
Mitigated Negative Declaration

Lead Agency:
City of Tracy, Planning Division
333 Civic Center Plaza
Tracy, CA 95376
Contact: Alan Bell, Senior Planner, alan.bell@cityoftracy.org, (209) 831-6426

Project Title: TRU by Hilton Hotel Project

Project Location: The TRU by Hilton Project site (Project site) is located at 2605 N. Corral Hollow Road in the City of Tracy, San Joaquin County, California. The Project site is identified by Assessor Parcel Number (APN) 214-020-09. The site is north of and adjacent to the Home2 Suites Hotel at the northwest corner of Grant Line Road and Corral Hollow Road. The 1.96-acre Project site is bound by vacant land and two single-family residences to the north, Corral Hollow Road to the east, an existing hotel to the south, and commercial uses to the west.

The Project site consists of vacant, undeveloped land with ruderal grasses which are regularly disced. One tree and one large bush are located on-site. Surrounding land uses include single family uses, W. Kavanagh Avenue, a commercial building (DaVita Grant Line Dialysis), and Interstate 205 (I-205) to the north, single-family residential uses to the east, commercial uses and single-family residential uses to the south, and commercial uses and I-205.

Project Description: The proposed Project would include development and subsequent operation of a four-story, 78-room hotel and associated amenities and parking. The 78-room hotel would total 40,190 square feet (SF), with 10,340 SF on the main floor and 9,950 SF on the second, third, and fourth floors. The tallest point of the hotel building would be 48 feet and nine inches, with the majority of the building at 46 feet and four inches. Landscaping would be provided throughout the site. The proposed Project would connect to existing City infrastructure to provide water, sewer, and storm drainage to the site.

If the City Council adopts the IS/MND in accordance with CEQA requirements, the City may use the IS/MND to support the following actions:

- General Plan Amendment of the property from Office to Commercial;
- Development Review Permit approval for building design, landscaping, and other site features;
- Building, grading, and other permits as necessary for Project construction;
- Adopting a Mitigation Monitoring and Reporting Program (MMRP).

Findings:

In accordance with the California Environmental Quality Act, the City of Tracy has prepared an Initial Study, attached, dated April 2023, to determine whether the proposed project may have a significant adverse effect on the environment. The Initial Study and Proposed Mitigated Negative Declaration reflect the independent judgment of City of Tracy staff. On the basis of the Initial Study, the City of Tracy hereby finds:

> *Although the proposed project could have a significant adverse effect on the environment, there will not be a significant adverse effect in this case because the project has incorporated specific provisions to reduce impacts to a less than significant level and/or the mitigation measures described herein have been added to the project. A Mitigated Negative Declaration has thus been prepared.*

The Initial Study, which provides the basis and reasons for this determination, is attached and/or referenced herein and is hereby made a part of this document.

Alan Bell — Signature

5/17/23 — Date

Proposed Mitigation Measures:

The following Mitigation Measures are extracted from the Initial Study. These measures are designed to avoid or minimize potentially significant impacts, and thereby reduce them to an insignificant level. An MMRP is an integral part of project implementation to ensure that mitigation is properly implemented by the City and the implementing agencies. The MMRP will describe actions required to implement the appropriate mitigation for each CEQA category including identifying the responsible agency, program timing, and program monitoring requirements. Based on the analysis and conclusions of the Initial Study, the impacts of proposed project would be mitigated to less-than-significant levels with the implementation of the mitigation measures presented below.

AIR QUALITY

***Mitigation Measure AIR-1**: Prior to the commencement of grading activities, the contractor hired to complete the grading activities shall prepare a construction emissions reduction plan that meets the requirements of SJVAPCD Rule VIII. The construction emissions reductions plan shall be submitted to the SJVAPCD for review and approval. The Project applicant shall comply with all applicable APCD requirements prior to commencement of grading activities.*

***Mitigation Measure AIR-2**: The following mitigation measures, in addition to those required under Regulation VIII of the SJVAPCD, shall be implemented by the Project's contractor during all phases of Project grading and construction to reduce fugitive dust emissions:*

- *Water previously disturbed exposed surfaces (soil) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Water all haul roads (unpaved) a minimum of two-times/day or whenever visible dust is capable of drifting from the site or approaches 20 percent opacity.*
- *Reduce speed on unpaved roads to less than 5 miles per hour.*
- *Reduce the amount of disturbed surface area at any one time pursuant to the scope of work identified in approved and permitted plans.*
- *Restrict vehicular access to the area to prevent unlawful entry to disturbed areas and limit unnecessary onsite construction traffic on disturbed surfaces. Restriction measures may include fencing or signage as determined appropriate by the City.*
- *Cease grading activities during periods of high winds (greater than 20 mph over a one-hour period).*
- *Asphalt-concrete paving shall comply with SJVAPCD Rule 4641 and restrict use of cutback, slow-sure, and emulsified asphalt paving materials.*

Implementation of this mitigation shall occur during all grading or site clearing activities. The SJVAPCD shall be responsible for monitoring.

***Mitigation Measure AIR-3**: Prior to the issuance of any building permits, the Project applicant shall comply with the requirements of District Rule 9510, which is aimed at the following reductions:*

- *20 percent of construction-exhaust nitrogen oxides;*
- *45 percent of construction-exhaust PM10;*
- *33 percent of operational nitrogen oxides over 10 years; and*
- *50 percent of operational PM10 over 10 years.*

The Project applicant shall coordinate with SJVAPCD to develop measures and strategies to reduce operational emissions from the proposed Project. If feasible measures are not available to meet the emissions reductions targets outlined above, then the Project applicant may be required to pay an in-lieu mitigation fee to the SJVAPCD to off-set Project-related emissions impacts. If in-lieu fees are required, the Project applicant shall coordinate with the SJVAPCD to calculate the amount of the fees required to off-set Project impacts. The Project applicant shall provide verification of compliance to the City prior to the issuance of any building permits.

BIOLOGICAL RESOURCES

***Mitigation Measure BIO-1:** Prior to the commencement of grading activities or other ground disturbing activities on the Project site, the Project applicant shall arrange for a qualified biologist to conduct a preconstruction survey for western burrowing owls in accordance with SJMSCP requirements. If no owls or owl nests are detected, then construction activities may commence. If burrowing owls or occupied nests are discovered, then the following shall be implemented:*

- *During the breeding season (February 1 through September 1) occupied burrows shall not be disturbed and shall be provided with a 75 meter protective buffer until and unless the SJCOG Technical Advisory Committee (TAC), with the concurrence of the Permitting Agencies' representatives on the TAC; or unless a qualified biologist approved by the Permitting Agencies verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow can be destroyed. They should only be destroyed by a qualified biologist using passive one-way eviction doors to ensure that owls are not harmed*

during burrow destruction. Methods for removal of burrows are described in the California Department of Fish and Game's Staff Report on Burrowing Owls (October, 1995).

- *During the non-breeding season (September 1 through January 31) burrowing owls occupying the Project site should be evicted from the Project site by passive relocation as described in the California Department of Fish and Game's Staff Report on Burrowing Owls (Oct., 1995)*

Implementation of this mitigation shall occur prior to grading or site clearing activities. SJCOG shall be responsible for monitoring and a qualified biologist shall conduct surveys and relocate owls as required.

Mitigation Measure BIO-2: *Prior to commencement of any grading activities, the Project proponent shall seek coverage under the SJMSCP to mitigate for habitat impacts to covered special status species. Coverage involves compensation for habitat impacts on covered species through payment of development fees for conversion of open space lands that may provide habitat for covered special status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. In addition, coverage includes incidental take avoidance and minimization measures for species that could be affected as a result of the proposed Project. There are a wide variety of incidental take avoidance and minimization measures contained in the SJMSCP that were developed in consultation with the USFWS, CDFW, and local agencies. The applicability of incidental takes avoidance and minimization measures are determined by SJCOG on a Project basis. The process of obtaining coverage for a Project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a) and California Fish and Game Code Section 2081. The Section 10(a) permit also serves as a special-purpose permit for the incidental take of those species that are also protected under the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species. The SJMSCP includes the implementation of an ongoing Monitoring Plan to ensure success in mitigating the habitat impacts that are covered. The SJMSCP Monitoring Plan includes an Annual Report process, Biological Monitoring Plan, SJMSCP Compliance Monitoring Program, and the SJMSCP Adaptive Management Plan SJCOG.*

CULTURAL RESOURCES

Mitigation Measure CUL-1: *If any prehistoric or historic artifacts, human remains or other indications of archaeological or paleontological resources are found during grading and construction activities, an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be consulted to evaluate the finds and recommend appropriate mitigation measures.*

- *If cultural resources or Native American resources are identified, every effort shall be made to avoid significant cultural resources, with preservation an important goal. If significant sites cannot feasibly be avoided, appropriate mitigation measures, such as data recovery excavations or photographic documentation of buildings, shall be undertaken consistent with applicable state and federal regulations.*
- *If human remains are discovered, all work shall be halted immediately within 50 meters (165 feet) of the discovery, the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.*

If any fossils are encountered, there shall be no further disturbance of the area surrounding this find until the materials have been evaluated by a qualified paleontologist, and appropriate treatment measures have been identified.

GEOLOGY AND SOILS

Mitigation Measure GEO-1: *Prior to the development of the Project site, a subsurface geotechnical investigation must be performed to identify onsite soil conditions and identify any site-specific engineering measures to be implemented during the construction of building foundations and subsurface utilities. The results of the subsurface geotechnical investigation shall be reflected on the Improvements Plans, subject to review and approval by the City's Building Safety and Fire Prevention Division.*

Mitigation Measure GEO-2: *Expansive materials and potentially weak and compressible fills at the site shall be evaluated by a Geotechnical Engineer during the grading plan stage of development. If highly expansive or compressible materials are encountered, special foundation designs and reinforcement, removal and replacement with soil with low to non-expansive characteristics, compaction strategies, or soil treatment options to lower the expansion potential shall be incorporated through requirements imposed by the City's Development Services Department.*

Mitigation Measure GEO-3: *If paleontological resources are discovered during the course of construction, work shall be halted immediately within 50 meters (165 feet) of the discovery, the City of Tracy or San Joaquin County shall be notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. If the paleontological resource is considered significant, it should be excavated by a qualified paleontologist and given to a local agency, State University, or other applicable institution, where they could be curated and displayed for public education purposes.*

HAZARDS AND HAZARDOUS MATERIALS

Mitigation Measure HAZ-1: *A Soils Management Plan (SMP) shall be submitted and approved by the San Joaquin County Department of Environmental Health prior to the issuance of a grading permit. The SMP shall establish management practices for handling hazardous materials, including fuels, paints, cleaners, solvents, etc., during construction. The approved SMP shall be posted and maintained onsite during construction activities and all construction personnel shall acknowledge that they have reviewed and understand the plan.*

Mitigation Measure HAZ-2: *Prior to bringing hazardous materials onsite, the applicant shall submit a Hazardous Materials Business Plan (HMBP) to San Joaquin County Environmental Health Division (CUPA) for review and approval. If during the construction process the applicant or his subcontractors generates hazardous waste, the applicant must register with the CUPA as a generator of hazardous waste, obtain an EPA ID# and accumulate, ship and dispose of the hazardous waste per Health and Safety Code Ch. 6.5. (California Hazardous Waste Control Law).*

NOISE

Mitigation Measure NOISE-1: *The City of Tracy Development Services Department shall establish the following as conditions of approval for any permit that results in the use of construction equipment:*

- *Construction shall be limited to 7:00 a.m. to 7:00 p.m.*
- *All construction equipment powered by internal combustion engines shall be properly muffled and maintained.*
- *Quiet construction equipment, particularly air compressors, are to be selected whenever possible.*
- *All stationary noise-generating construction equipment such as generators or air compressors are to be located as far as is practical from existing residences. In addition, the Project contractor shall place such stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.*
- *Unnecessary idling of internal combustion engines is prohibited.*
- *The construction contractor shall, to the maximum extent practical, locate on-site equipment staging areas to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.*

These requirements shall be noted on the Project plans prior to approval of grading and/or building permits.

TRIBAL CULTURAL RESOURCES

Implement ***Mitigation Measure CUL-1***

ATTACHMENT – MITIGATED NEGATIVE DECLARATION AND INITIAL STUDY FOR THE TRU BY HILTON HOTEL PROJECT, DATED APRIL 2023

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023- _____

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(1) APPROVING A GENERAL PLAN MAP AMENDMENT FROM OFFICE TO COMMERCIAL FOR AN APPROXIMATELY 1.97-ACRE SITE, LOCATED AT 2605 N. CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBER 214-020-09 (APPLICATION NUMBER GPA22-0004);

(2) APPROVING A DEVELOPMENT REVIEW PERMIT FOR A FOUR-STORY, 78-GUEST-ROOM HOTEL DEVELOPMENT (TRU BY HILTON), LOCATED AT 2605 N. CORRAL HOLLOW ROAD, APN 214-020-09 (APPLICATION NUMBER D22-0018); AND

(3) ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE GENERAL PLAN AMENDMENT AND DEVELOPMENT REVIEW PERMIT TRU BY HILTON HOTEL PROJECT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Development applications have been filed for an amendment to the General Plan Map (GPA22-0004) and a Development Review Permit (D22-0018) (the "Project") for a Tru By Hilton Hotel on an approximately 1.97-acre site at 2605 N. Corral Hollow Road (APN: 214-020-09); and

WHEREAS, the General Plan Map Amendment application is to redesignate the subject property from Office to Commercial; and

WHEREAS, the zoning of the site, General Highway Commercial, is consistent with the Commercial General Plan designation and is not proposed to be amended; and

WHEREAS, the proposed Tru By Hilton Hotel will have four stories, approximately 40,190 square feet of floor area, and 78 guest rooms; and

WHEREAS, the City Council may approve a Development Review Permit on the basis of the application and evidence submitted, subject to making all of the requisite findings set forth in Tracy Municipal Code Section 10.08.3960, which findings are set forth in Exhibit 1; and

WHEREAS, the Project has been evaluated in accordance with the California Environmental Quality Act (CEQA) Guidelines, and a Mitigated Negative Declaration is proposed which would reduce any potentially significant environmental impacts to a level of insignificance, and is proposed for adoption; and

WHEREAS, on August 9, 2023, the Planning Commission conducted a public hearing to review and consider the Project and recommended the City Council adopt the Mitigated

Negative Declaration, and approve the General Plan Amendment, and Development Review Permit; and

WHEREAS, on September 19, 2023, the City Council conducted a public hearing to review and consider the Project; now, therefore, be it

RESOLVED: That the City Council, based on its independent judgment and analysis, has reviewed and considered the proposed Project and has determined, based on the whole record before it, including the Mitigated Negative Declaration and Initial Study for the Tru By Hilton Project, dated April 2023, and comments received, that there is no substantial evidence that the Project will have a significant effect on the environment and hereby adopts the Initial Study/Mitigated Negative Declaration, as full satisfaction of the requirements under CEQA for the Project; and be it

FURTHER RESOLVED: The City Council hereby approves the General Plan map amendment (Application Number GPA22-0004) from Office to Commercial for the approximately 1.97-acre site at 2605 N. Corral Hollow Road, APN 214-020-09, Exhibit 2; and be it

FURTHER RESOLVED: The City Council approves the Development Review Permit for the Tru By Hilton Hotel, Application Number D22-0018, based on the findings contained in Exhibit 1 and subject to the conditions contained in Exhibit 3.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of September 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

Exhibit 1 – Development Review Permit Findings
Exhibit 2 – Existing and Proposed General Plan Map Designations
Exhibit 3 – Project Conditions of Approval

Exhibit 1

Tracy City Council Findings for Resolution No. _____
Tru By Hilton
Application Number D22-0018
_____ __, 2023

The City Council findings related to approving the Development Review Permit for the Tru By Hilton Hotel Project, Application D22-0018:

In accordance with Tracy Municipal Code Section 10.08.3920, the following findings are required, upon approving a Development Review Permit:

(a) That the proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and

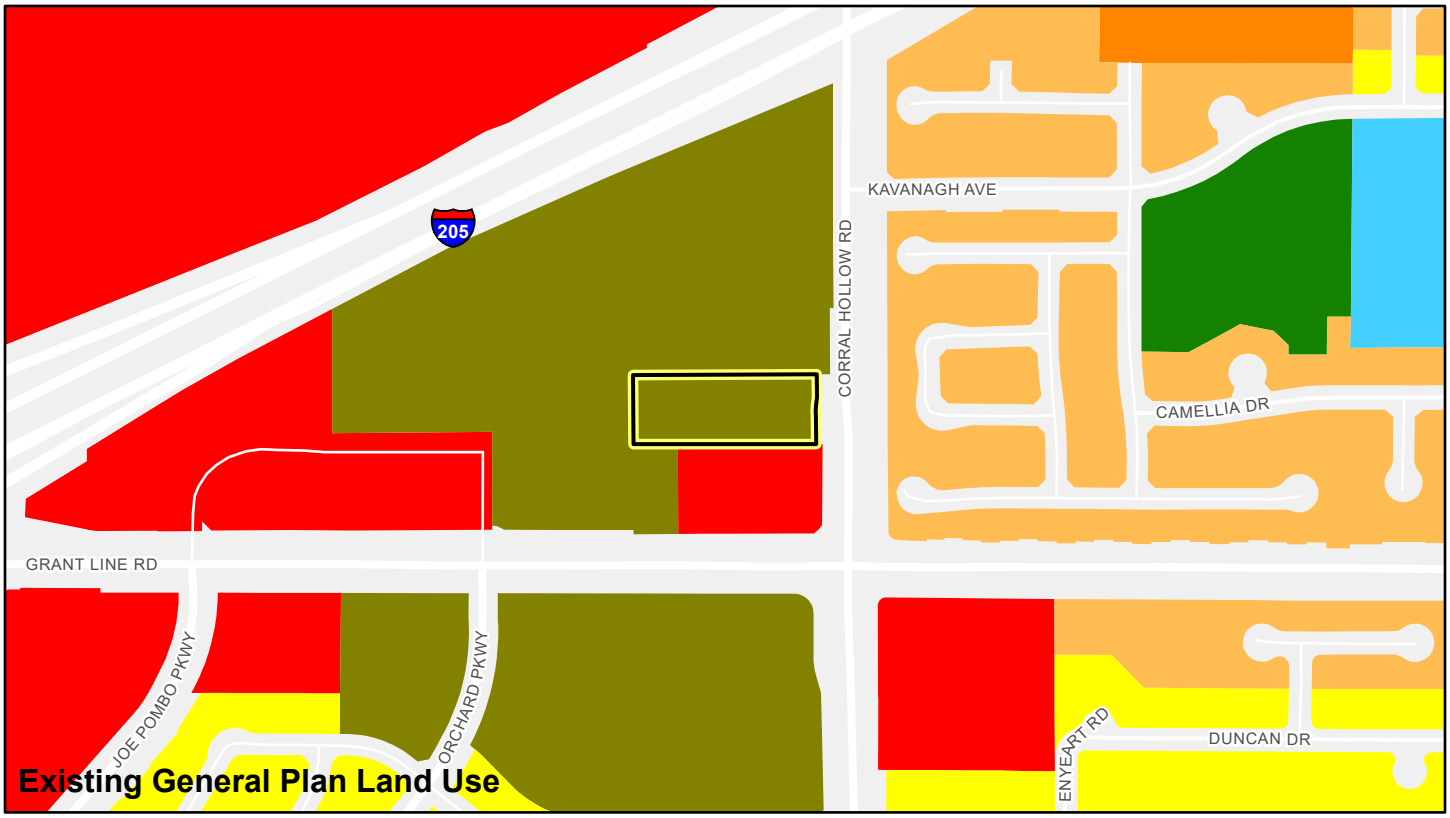
(b) That the proposal conforms to this chapter, the General Plan, any applicable specific plan, the Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

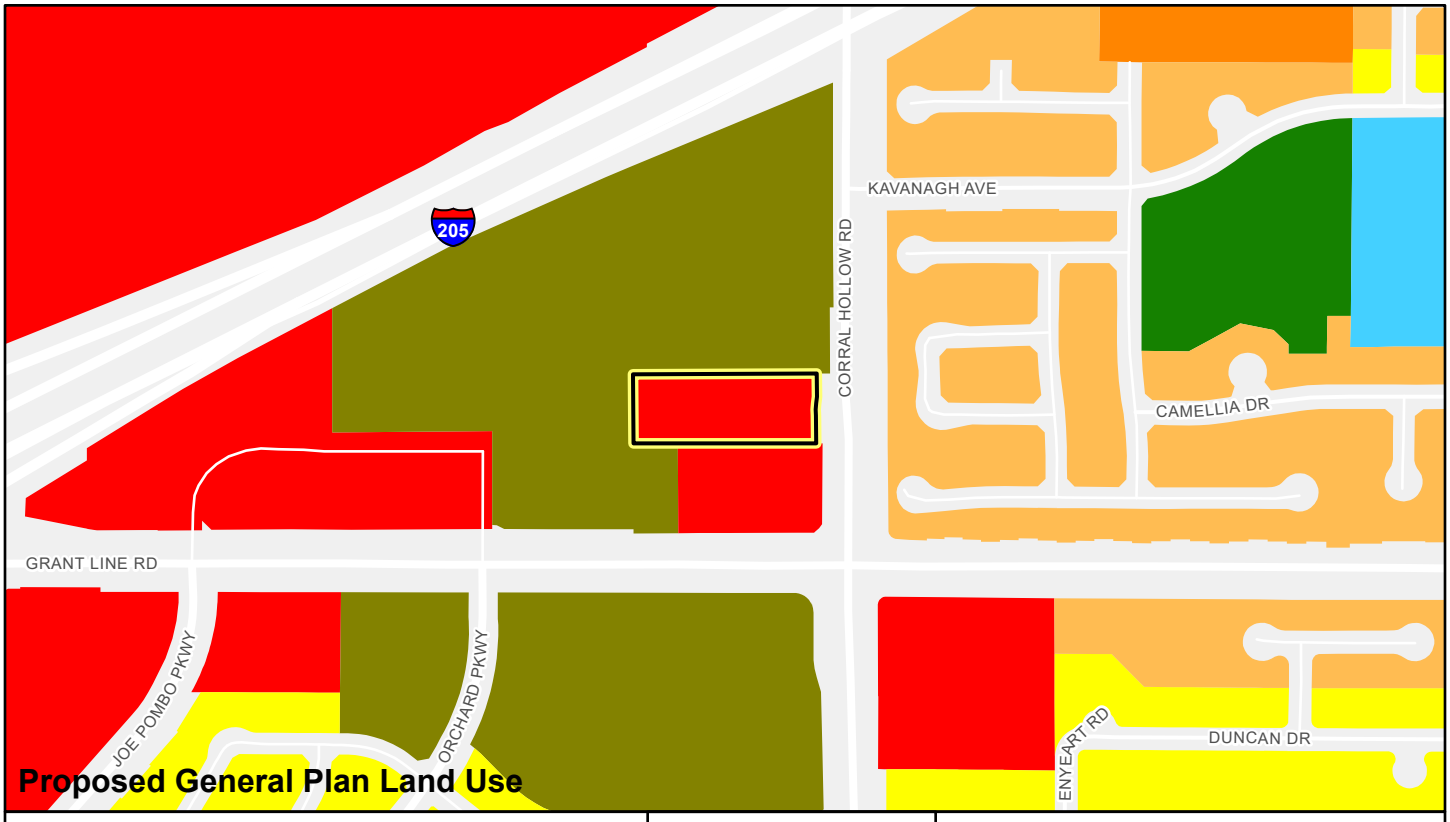
Staff recommends that the Planning Commission make the requisite findings for this project based on the evidence in the record, including, without limitation, the following:

(a) The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the proposed project would develop a vacant site that has good access, visibility, and proximity to supportive uses such as restaurants and to the I-205 Freeway for regional travelers. The proposed building and landscaped parking area meet the City's objectives for high quality design. The proposed building is architecturally interesting in that it has significant recesses and popouts, and it has incorporated a number of horizontal and vertical changes through its use of color and stone in the façade, which give the building interest and dimension. The porte-cochere highlights the building entry and provides visual interest at the building front pedestrian level. The architectural theme is present on all four sides of the building, and rooftop equipment will be hidden from view behind building parapets. Through-circulation is provided throughout the site, and the parking area will connect to adjacent commercial sites and allow cross-traffic without requiring access onto public rights-of-way. In furtherance of the City's landscaping goals, a significant amount of landscaping, including a variety of canopy and accent trees, is proposed throughout the parking area, on the site's perimeter, and around the building.

(b) The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the City Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, because the proposed development will comply with all applicable City and State regulations for building design and construction, off-street parking and circulation, and landscaping design.

Exhibit 2





LEGEND

- Project Location

City of Tracy General Plan Land Use

- Commercial
- Office
- Park
- Public Facilities
- Residential High
- Residential Low
- Residential Medium

Sources: San Joaquin County GIS. Map date: October 12, 2022.

N

0 100 200

Feet

Tracy TRU by Hilton Project

Existing and Proposed General Plan Land Use Map

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm

Tru By Hilton Hotel
Conditions of Approval
Application Number D22-0018
Tracy City Council - _____ __, 2023

A. General Provisions and Definitions.

A.1. These Conditions of Approval apply to:

The Project: A four-story, approximately 40,190 square-foot hotel consisting of 78 guestrooms and associated parking, landscaping, and utility improvements (Tru By Hilton Hotel)

The Property: An approximately 1.97-acre site located at 2605 N. Corral Hollow Road, Tracy, Assessor's Parcel Number 214-020-09

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, defined as a "Developer."

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, the City's Design Goals and Standards, and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D22-0018. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on March 18, 2023, which include the civil, site, floor, roof, elevations, sections, and landscape plans, as well as color and material details.

A.4. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees,

encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- California State Title 24 and Title 19

A.6. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, and Design Goals and Standards.

A.7. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development Services Department, Planning Division

Contact: Alan Bell (209) 831-6426 alan.bell@cityoftracy.org

B.1. Bollard pipes shall not be used in areas visible to the general public. Boulders, planter boxes, decorative walls, or other architectural features that complement the character of the site may be used as needed for protection of utilities or other site improvements from potential vehicular impact.

B.2. Before the approval of a building permit, the applicant shall submit the following to the satisfaction of the Development Services Director:

B.2.1 Site plans and construction details that demonstrate 12-inch-wide concrete curbs along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

B.2.2 Site and construction details shall demonstrate the parking stalls are striped in accordance with City Standard Plan 141. Planters or sidewalks at the head of parking spaces may be constructed two feet into the front of parking spaces. Such two-foot overhang of landscape planters into the head of parking spaces is not included in the minimum area of required landscaping.

B.2.3 Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.

B.3. Prior to issuance of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following, in accordance with City regulations, to the satisfaction of the Development Services Director:

B.3.1. Said plans shall demonstrate compliance with Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity and calculations for landscape and canopy tree shading areas.

B.3.2. The landscape and irrigation plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping and 40 percent canopy tree coverage at tree maturity.

B.3.3. Each planter shall contain a combination of trees, shrubs, and groundcover. Trees shall be a minimum of 24-inch box and shrubs shall be minimum five gallons size at planting.

B.3.4. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

B.3.5. The landscape and irrigation plan shall be consistent with the applicable Department of Water Resources Model Efficient Landscape Ordinance to the satisfaction of the Utilities Director.

B.3.6. Prior to the issuance of a building permit, the Developer shall execute an Agreement for Maintenance of Landscape and Irrigation Improvements and submit financial security to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years following Project occupancy. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or $2.50 per square foot of on-site landscape area.

B.4. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit and the approved building permit construction plans shall be installed or secured to the satisfaction of the Development Services Director.

B.5. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way to the satisfaction of the Development Services Director.

B.6. Prior issuance of a building permit, the applicant shall submit detailed plans that demonstrate the following:

B.6.1. No roof mounted equipment, including, but not limited to HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible from any public right-of-way, including I-205 Freeway. The plans shall demonstrate that such equipment is fully screened from view by the building parapet designed to be equal to or higher than the height of the mounted equipment to the satisfaction of the Development Services Director.

B.6.2. All vents, gutters, downspouts, flashing, plumbing lines, fire risers, and electrical conduits shall be internal to the structure and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.6.3. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Development Services Director.

B.6.4. Trash enclosures shall be designed and appropriately sized for this project, including allowance for recycling collection. The trash and recycling collection enclosure shall include a solid roof structure, solid metal doors, and solid masonry walls sufficiently sized to fully screen the dumpsters. The enclosure, including the roof, shall be architecturally compatible with the building, which includes but is not limited to, design, materials, and colors. A six-inch concrete curb and/or bollards may be installed on the interior of the enclosure for the protection and durability of the enclosure walls.

B.7. No business identification signs are approved with this permit. Prior to the installation of any signs requiring a sign permit, the applicant shall obtain applicable sign and building permits in accordance with the Tracy Municipal Code.

B.8. Except for the wall or fence required by law around the pool area, no fence or wall is proposed or allowed for this project except as may be proposed by the developer along the north or west property lines. If constructed, such wall shall be outside of the yard setback areas, no taller than six feet, and receive Development Services Director approval for consistency with this Development Review permit prior to construction. A fence or wall shall be visually compatible with the overall design character and style of the Hotel; materials may include wrought iron, tube steel, decorative masonry, stone, or stone veneer. If wood is used, it shall be in combination with metal posts and rails and/or masonry base or posts. The following fence materials are not permitted: chain link, barbed wire, razor wire, integrated corrugated metal, electronically charged, plain exposed plastic or plain cement, vinyl slats, or woven fabric.

B.9. Prior to occupancy or final inspection, the existing fence along the project site's south property line (built with the adjacent Home2 Suites Hotel) shall be removed to the satisfaction of the Development Services Director.

B.10. Prior to issuance of a building permit, the Developer shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including District Rule 9510, Regulation VIII, and payment of all applicable fees, to the satisfaction of the APCD.

B.11. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Mitigated Negative Declaration and Initial Study for the Tru By Hilton Project, dated April 2023.

B.12. Improvements of and around the pool area designated on the north side of the building may change from time to time. Improvements of this area shall include active or passive amenities for patrons of the hotel or the general public. This area is not intended for permanent storage, automobile parking, or other uses inconsistent with its intent as an amenity area. All improvements of this area shall be consistent with City Regulations to the satisfaction of the Development Services Director.

B.13. Prior to the issuance of a building permit, the developer shall document compliance with the City of Tracy June 2015 Multi-Agency Post Construction Stormwater Standards Manual to the satisfaction of the Utilities Director, which includes submittal of site design and source and treatment controls along with hydromodification. Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, loading and unloading areas, trash enclosures, parking areas, any wash areas and maintenance areas and compliance with Tracy Municipal Code Chapter 11.34 and the California Green Building Standards Code, Chapter 5.

B.14. Prior to issuance of a grading or building permit, the applicant shall submit a Department of Water Resources Model Efficient Landscape Ordinance (MWELO) Project Information Sheet prepared in compliance with City standards to the Utilities Director. The submittal must show compliance with the MWELO by choosing either the Prescriptive or Performance Approach through inclusion in submitted plans and documents. The submittal shall demonstrate compliance with Tracy Municipal Code Chapter 11.28 and California Green Building Standards Chapter 5.

B.15. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

B.16. Consistent with General Plan Noise Element Policy 4 (Goal N-1.2), all construction activity producing any noise beyond the site's property line shall not occur after 7:00 p.m. or before 7:00 a.m.

B.17. Prior to the issuance of a building permit, the developer shall cause to be recorded an instrument(s) that ensures the site will provide and participate in vehicle and pedestrian access to the properties adjacent to the north and/or to the west upon development of those adjacent properties and to the south (to the Home2 Suites site) upon occupancy of the Tru By Hilton Hotel. The access shall occur at the locations identified as "shared access with future property", "shared access with Kaiser property", and "shared access to adjacent property" on the approved site plan, or as

otherwise approved by the Development Services Director. The access may include indirect connection to Kavanagh Avenue to the north or to Grant Line Road, Orchard Parkway, or Joe Pombo Parkway to the west. The recorded instrument shall be consistent with City Regulations to the satisfaction of the Development Services Director and in a form satisfactory to the City Attorney.

B.18. Prior to occupancy or final inspection, the developer shall treat and stabilize the "Future Development" area (approximately one-quarter acre labelled on the site plan on the west side of the site) with decorative rock or other treatment to ensure dust control and install a perimeter concrete curb, low fence or similar barrier to prohibit vehicle access to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) Potable Water Technical Memorandum prepared by Black Water Consulting Engineers of Modesto, CA dated February 3, 2023;
2) Sanitary Sewer Technical Memorandum prepared by Black Water Consulting Engineers of Modesto, CA dated February 3, 2023;
3) Storm Drain Technical Memorandum prepared by Wood Rodgers, of Roseville, CA dated January 4, 2023;
4) Traffic Analysis and Engineering Review prepared by Kimley-Horn and Associates of San Jose, CA dated January 31, 2023;

C.2. RESERVED
C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer.

Prior to the release of the Grading Permit for the Project, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all conditions set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, construction, etc.) of all other public agencies and/or private entities with jurisdiction or interest over the required public and/or

private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading Plan shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code Chapter 12.36), City Design Documents as defined in Title 12 of the Tracy Municipal Code, and these Conditions of Approval.

C.4.6 On-site Grading Plan shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF. These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by the Project's Registered Civil Engineer of Record and the Project's Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Grading Plan approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the

SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by the Project's Registered Geotechnical Engineer. The technical report must include relevant information related to, but not limited to, soil types and characteristics; soil bearing capacity; recommendations of soil and pavement compaction, import fill gradation, retaining wall design, slope gradients, flexible and in-flexible pavement (including paving calculations such as 5-values, gravel factors, gravel equivalence); bore logs; elevation of the highest observed groundwater level; infiltration testing at the bottom floor elevation of the proposed basin; and other design recommendations or geotechnical tests to the satisfaction of the City Engineer.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless the Project's Registered Geotechnical Engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Referenced and incorporated herein are Title 11 and Title 12 of the Tracy Municipal Code. Exemptions from this condition are further clarified in the aforementioned code sections.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer of Record.

Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Off-site and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Landscape Architect for the relevant discipline. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public right-of-

way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments. Developer shall also comply with and/or construct the recommended mitigations as described in the storm drain technical memorandum.

Developer and its heirs shall be responsible for repairing and maintaining the on-site storm water treatment system at the Developer's (and heirs') sole cost and expense.

C.5.1.e Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

C.5.1.f Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall

submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be per City Regulations and shall not in the driveway. Other proposed locations shall be approved to the satisfaction of the City Engineer.

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.5.1.g Streets – The Developer shall have frontage improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Documents including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. The Developer shall construct frontage improvements as described below.

Kavanagh Avenue and Corral Hollow Road
Developer shall install an audible pedestrian crossing system at the existing traffic signal at Kavanagh Avenue and Corral Hollow Road.

Corral Hollow Road
The Developer shall dedicate right of way as required to widen the existing sidewalk along the project frontage to ten (10) feet. The said sidewalk shall conform to Section 3.07 of the 2020 Design Standards. In addition, the Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

Developer shall construct or re-construct cracked, settled, and/or damaged portland cement concrete curb, gutter, and sidewalk; a parkway, construct landscaping and its automatic irrigation system; fire hydrants; and streetlights along the Project's frontage.

Developer shall preserve the existing trees on the project's frontage.

Developer shall remove the existing commercial driveway at the northeast corner of the property frontage and replace it with landscaping, sidewalk, curb and gutter per current City Standards.

Along the Project frontage, Developer shall construct a landscaped and irrigated parkway. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 20-pound (min.) bond paper and PDF that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect.

Developer shall update the south bound bicycle lane signing and striping along the Project frontage to the intersection of Corral Hollow Road and Grant Line Road per City of Tracy Standard Plan 147 (Sheet 12 of 14). The Developer shall also refresh all existing southbound striping along Project frontage to the intersection of Corral Hollow Road and Grant Line Road.

Developer shall also construct the recommended mitigations described in the traffic technical memorandum.

Overhead Utilities along Project frontage shall be placed underground.

Street cuts and trenching related to utility installation in Corral Hollow Road shall be subject to Condition C.8.1

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size 20-pound (min.) bond paper and PDF for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within a PUE, if existing, to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s).

C.5.3. Payment of applicable fees required by City Regulations, and these Conditions of Approval including but not limited to plan checking, grading, construction inspection, agreement processing, encroachment permits, and testing fees.

C.5.4. Project Engineer's reasonable cost estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be either pinned and recessed into the pavement or ramped on all sides. Ramps will be made of cold-mix asphalt concrete, be a minimum two-foot wide, and will run the entire length of each side.

C.5.6 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.7 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has satisfied all conditions in C.1 through C.4 in these Conditions of Approval and has obtained a City approved Grading Permit.

C.6.2 Developer shall pay any applicable development impact fees.

C.7 Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1 Developer has satisfied all conditions in C.1 through C.6 in these Conditions of Approval.

C.7.2 Prior to improvement acceptance, Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" On-site Grading and Off-Site Improvement Plans (or Record Drawings) - Prior to improvement acceptance, Developer shall cause its design professionals(s) to prepare Certified "As-Built" grading and off-site Improvement Plans (or Record Drawings). Said Record Drawings shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size 4-millimeter-thick polymer film (mylar). Developer shall re-obtain all signatures from outside agencies prior to submitting the Record Drawings to the City.

C.7.5 Prior to improvement acceptance, Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter, sidewalk and other public improvements associated with the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Prior to improvement acceptance, Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7 Prior to improvement acceptance, per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet, if applicable.

C.7.8 Survey Monuments – Prior to improvement acceptance, Developer shall submit centerline tie sheets, corner records, a record of survey, etc. for the following: new public streets; re-established survey monuments, damaged, destroyed, altered, and/or reconstructed any existing curb returns, survey monuments and/or benchmarks. Any survey document will be submitted to the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7.9 Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.7.10 Prior to improvement acceptance, Developer shall submit warranty bonds.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Prior to acceptance of the public improvements, Developer shall cause its design professional to provide to the City in both AutoCAD format, and Shape File format (both in versions approved by the City), the public improvements associated with this Project.

C.8.5 Prior to release of temporary or permanent occupancy, whichever is first, Developer shall provide a paved [finished surface of Asphalt Concrete] public access easement (paved PAE) that would allow the public to travel from Corral Hollow Road to Orchard Court/Joe Pombo Parkway and the Naglee-Burke Irrigation district Parcel. The paved PAE shall also be a reciprocal access and parking easement among the abutting parcels. Developer shall dedicate the paved PAE to the City of Tracy and the said paved PAE shall be recorded with the San Joaquin County Recorder's Office.

The paved PAE's alignment, cross-section, and pavement section shall be to the satisfaction of the City Engineer. Since the Developer owns the adjacent parcel to the south (existing Home2 Suites Hotel) of the Project and the adjacent parcel at the southwest corner of the Project (existing undeveloped parcel associated with Assessor's Parcel Number 214-020-380), the paved PAE's general alignment shall be as follows:
1) Along the southerly drive aisle of the Project, which runs east/west, from the shared driveway access fronting Corral Hollow Road to the shared access at the southwest corner or the project. This portion of the paved PAE shall be twenty-six (26) feet wide.
2) Along the northerly drive aisle of the adjacent Developer owned parcel to the south (existing Home2 Suites Hotel), which runs east/west, from the shared driveway fronting Corral Hollow Road to the shared access at the northwest corner of the said parcel. This portion of the paved PAE shall be twenty-six (26) feet wide.
3) Along the westerly portion of the Project's southerly property line from the shared access at the southwest corner of the project to the Project's westerly property line. This portion of the paved PAE shall be thirteen (13) feet wide along the Project's southerly property line and thirteen (13) feet wide along the northerly property line of the adjacent undeveloped parcel located at the southwest corner of the project. This portion of the paved PAE shall be twenty-six (26) feet total and should align with the existing paved PAE located at the southeastern corner of the adjacent Kaiser Permanente parcel. Developer shall coordinate with Kaiser Permanente to relocate the temporary vehicular barrier to the north/south portion of the paved PAE on the Kaiser Permanente parcel.

D. Utilities Department, Water Resources Division

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

D.1. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

D.1.1. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.

D.1.1.a. Design and sizing requirements shall comply with PCSWS Manual.

D.1.1.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

D.1.1.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

D.1.1.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24-hour storm.

D.1.1.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

D.1.2. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.

D.1.3. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

D.1.4. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc.) designating ability to sign agreement
ii. Property Address
iii. Exhibit A – legal property description
iv. Exhibit B – approved O & M Plan

D.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.

D.3. Project shall always be in compliance with Federal, State and Local mandates with potable water, recycled water and water quality.

D.4. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:

D.4.1. Return to the Utilities Department, two legally signed and notarized copies of the final maintenance access agreement including all exhibits and approved O & M plan previously submitted and received from the Utilities Department.

D.4.2. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333.

D.4.3. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

D.5. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and 11.34 and Chapter 4 or 5 of the California Green Building Standards Code to the satisfaction of the Utilities Director.

D.6. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:

D.6.1. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:
i. A project information sheet that includes the checklist of all documents in the LDP;
ii. The Water Efficient Landscape Worksheets that include a hydrozone

information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;

iii. A soil management report, after compaction and from various locations throughout the project;

iv. A landscape design plan that includes the statement, "I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:

v. An irrigation design plan with schedule; and

vi. A grading design plan.

D.6.2. Per State Water Resources Control Board on May 24, 2022, all Commercial, Industrial, and Institutional facilities may not use potable water to irrigate non-functional turf. Non-functional turf is defined as a ground cover surface of mowed grass that is ornamental and not otherwise used for recreational purposes.
Please submit your final landscape plan in conformance with these new regulations.

D.6.3. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

E. Development Services Department, Building & Fire Safety

Contact: Phillip Rainone (209) 831-6413 phillip.rainone@cityoftracy.org

E.1. Prior to construction of any structures, applicant must submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable.

F. South San Joaquin County Fire Authority

Contact: Daniel Stowe (209) 831-6707 daniel.stowe@sjcfire.org

F.1. Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority for review and approval.

F.1.1. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.

F.1.2. Deferred submittals for fire sprinkler system, fire protection water supply, and fire alarm system shall be listed on the coversheet. Each deferred submittal shall be submitted, reviewed, and approved by SSJCFA prior to installation.

F.1.3. Fire protection water supply application must be submitted separately from construction permit. All piping and installation shall be in accordance

with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.

F.1.4. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.

F.1.5. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.

F.1.6. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with NFPA 14 §6.4.5.4. FDC locations shall be approved by the fire code official prior to issuance of construction permit.

F.1.7. Fire control room locations shall be approved the fire code official prior to the issuance of construction permit.

F.1.8. Provide a truck turning template which clearly shows the truck turning radius of 29'-9" inside and 47'-7" outside. Truck turning template shall show all ingress and egress paths available.

F.2. Engineering and building permit applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority. Contact our offices for additional information.

F.2.1. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.

F.2.2. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.

F.2.3 Permit holder is responsible for any additional inspection fees incurred and shall be paid prior to final inspection.

F.3. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.

F.4. All hydrants shall be installed, inspected, and tested prior to bringing combustible materials onsite, including storage.

F.5. Knox boxes shall be required for this building. One by the main entrance and one by the fire control room. The operator of the building shall immediately notify the Fire

Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the key box.

F.6. Building shall be provided with approved address identification that is illuminated in accordance with CFC §505 as amended by the Tracy Municipal Code.

F.7. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the conduit is costly. If coverage is inadequate, a separate permit for emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.

F.7.1. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

F.8. Prior to construction, an address must be posted at the construction site entrance. Address must be a minimum of 4 inches high by ½ inch numerals. Address must be provided so that emergency service personnel can locate the construction site in the event of an emergency.

F.9. Additional comments may occur upon submittal of construction documents.

G. Finance Department. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena 209.831.6834 Guadalupe.pena@cityoftracy.org

G.1. Streets and Streetlights

Before issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District (CFD). Developer shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which requires that prior to the final inspection, Developer shall complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings.

Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, Developer

must do the following:

1) Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

2) Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) of the POA to ensure the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure");

3) Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of operation, maintenance and replacement for the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"). The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. Developer shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to approval of final inspection, Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure").

If the provisions for adequate funding of the on-going costs of the operation and maintenance of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), which could include street

reconstruction, as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure") are met prior to issuance of the building permit for the Property, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

G.2. Landscaping Maintenance

Prior to issuance of any building permit for the Property, Developer shall provide for perpetual funding of the on-going costs of operation, maintenance, and replacement for public landscaping for the Property at a high-quality service level as determined by the Parks Director by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Developer shall form or annex into a Community Facilities District (CFD) for funding the on-going costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (2) the items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems; masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails; (3) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (4) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (5) prior to issuance of a building permit, the Developer shall deposit an amount equal to the first year's taxes; and (6) the Developer shall be responsible for all costs associated with formation or annexation of the CFD.

   Or

b. POA and dormant CFD. If the POA is the chosen funding mechanism, the Developer must do the following:

   1. Form a Property Owner's Association (POA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas that will serve the Property;

   2. Cause the POA to enter into an agreement with the City, in a form to be approved by the City and to be recorded against the Property prior to the final inspection, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the

long-term maintenance by the POA of all public landscape areas that will serve the Property;

3. Make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas that will serve the Property;

4. Before final inspection, annex into a CFD in a "dormant" capacity, to be triggered if the POA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all property owners, even during the dormant period.

Or

c. Direct funding. The Developer shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Developer shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks, and public open space areas and trails.

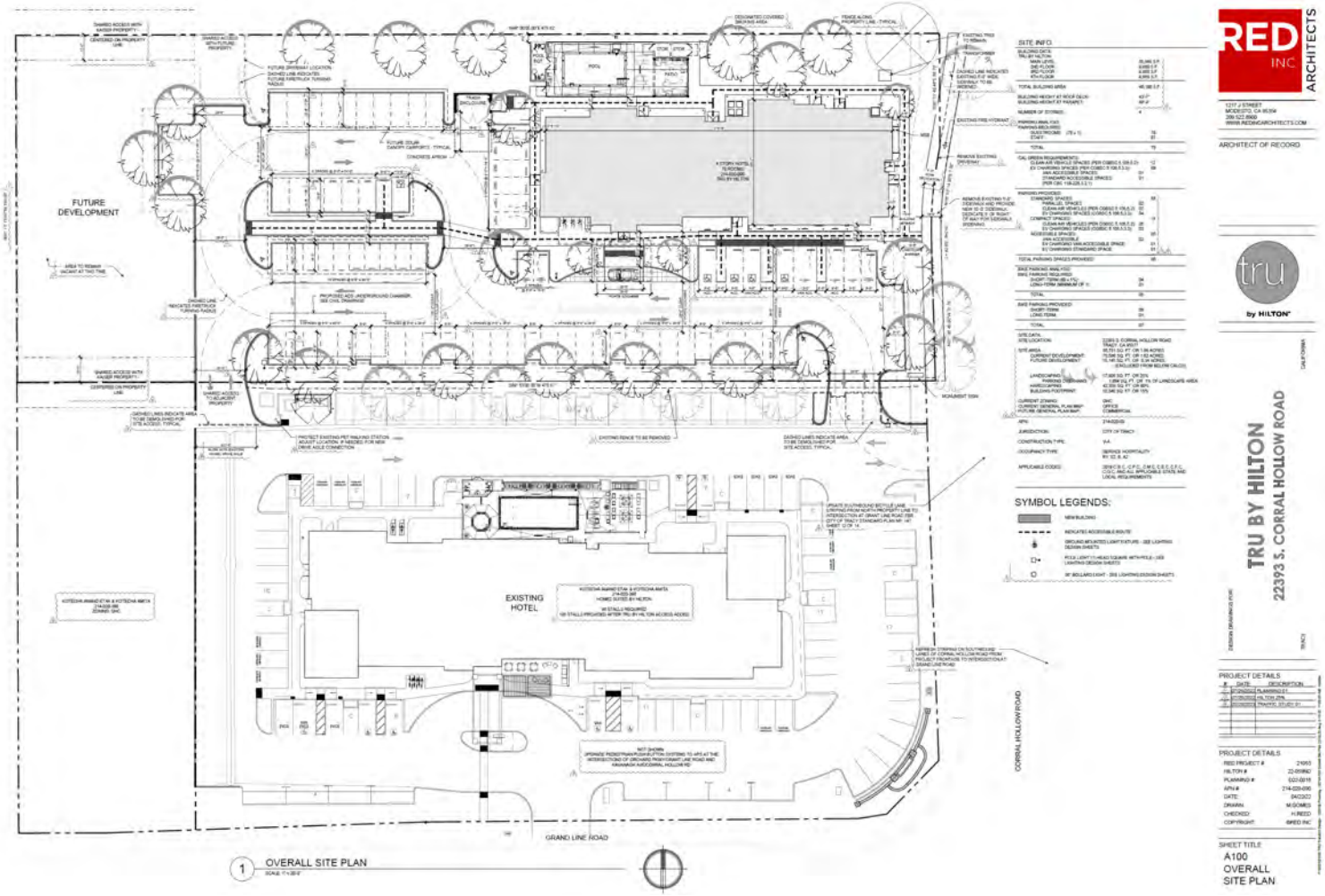
Tru By Hilton

September 19, 2023

Project Location

TRACY
Think Inside the Triangle™

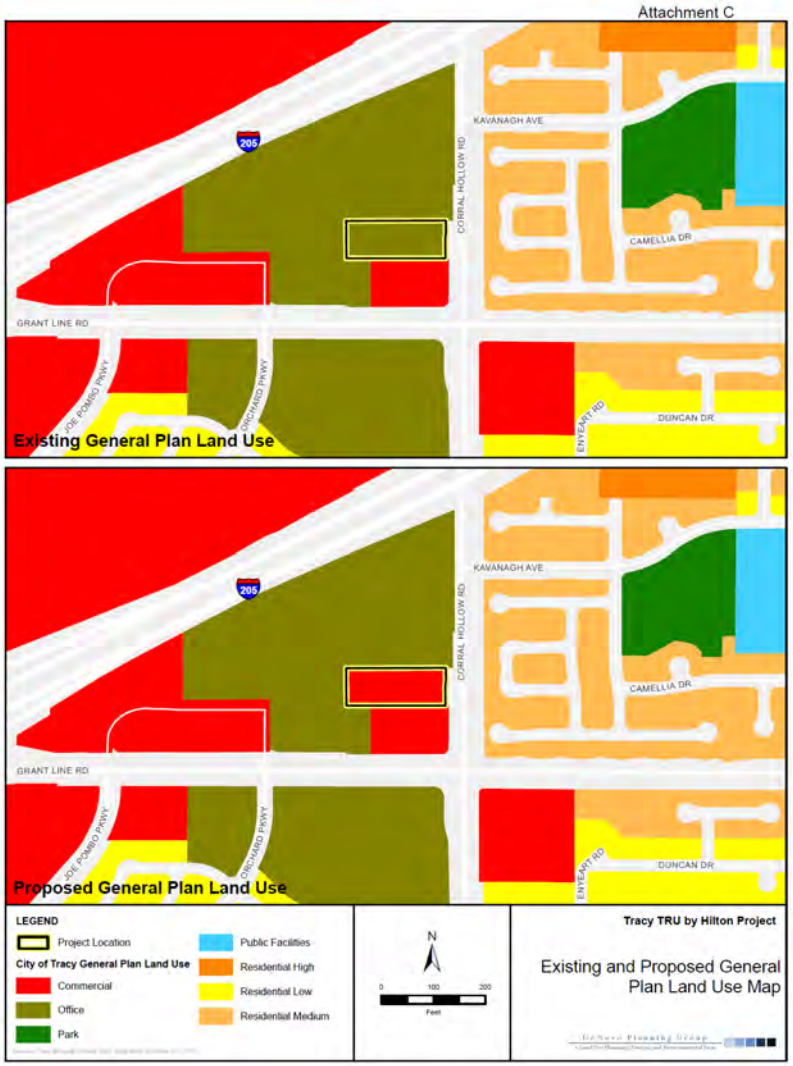
Site Plan



TRACY
Think Inside the Triangle™

Building Elevations

Existing and Proposed General Plan Designations



Thank you!

TRACY

Think Inside the Triangle™

September 19, 2023

Agenda Item 3.B

RECOMMENDATION

Staff recommends that Council conduct a public hearing to consider declaring the existence of weeds, rubbish, refuse, and flammable materials on each of the parcels listed in Exhibit "A" to this Agenda Item a public nuisance; hear and consider objections to said declaration and to the potential abatement thereof; and a adopt a resolution authorizing the South San Joaquin County Fire Authority ("Authority") staff to abate said nuisances and directing Authority and City staffs to recover the costs of abatement in accordance with the requirements of the Joint Powers Agreement of the South San Joaquin County Fire Authority and the Tracy Municipal Code.

EXECUTIVE SUMMARY

The South San Joaquin County Fire Authority ("Fire Authority") performs inspections on its own and after complaints are received from citizens regarding the existence of weeds, rubbish, refuse and flammable material on residential and commercial parcels. Abatement notices are sent to parcel owners within the City when the parcels are deemed to be a public nuisance and dangerous to the public health and safety by Fire Authority staff.

The notice states the time and date of the Public Hearing to be conducted by the City Council to address any and all objections to the proposed abatement and, as necessary, authorize the Fire Authority staff to direct the Fire Authority's contractor to abate parcels Council finds to be a nuisance.

DISCUSSION

Under the Joint Powers Agreement of the South San Joaquin County Fire Authority ("JPA") Section 3.1(A)(3), the Fire Authority is responsible to coordinate abatement activities for hazardous materials and nuisances. Pursuant to the Tracy Municipal Code, a Public Hearing is required prior to the abatement of any parcels. Sections 4.12.250 through 4.12.340 of the Tracy Municipal Code set forth the procedure for the City to abate weeds, rubbish, refuse and flammable material on private property.

Pursuant to Tracy Municipal Code, Section 4.12.280, the Fire Authority sent a notice to the property owner(s) listed in Exhibit "A" to this staff report. This notice was sent after multiple unsuccessful attempts to obtain voluntary compliance. The notice required the said owner to abate weeds, rubbish, refuse and flammable material on his/her parcel within twenty (20) days, and informed the property owner(s) that a Public Hearing would be conducted on September 19, 2023, where any protests regarding the notice to abate would be heard. The Tracy Municipal Code provides that upon failure of the owner, or authorized agent, to abate within 20 days from the date of notice, the City will perform the necessary work by private

contractor and the cost of such work will be made a personal obligation of the owner, or become a tax lien against the property.

Under the provisions of Tracy Municipal Code, Section 4.12.290, and barring any objections allowed by Council at the hearing, the Fire Authority will proceed at Council's direction with instructing the Fire Authority's contractor to perform weed, rubbish, refuse and flammable material abatement on the parcels listed in Exhibit "A". Section 3.1(A)(3) of the JPA Agreement also requires the Fire Authority to work with Member Agencies to recover the costs of abatement from the owners of the parcels. Per the Tracy Municipal Code, property owners are liable for the cost of abatement and will be billed for the actual cost of the Fire Authority's contractor's services, plus a twenty-five percent administrative charge are billed to the property owner. All unpaid assessments will be filed with the San Joaquin County Auditor Controller's office to establish a lien on the property.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the City. Weed abatement services are provided on a cost recovery basis. Pursuant to the JPA and the Tracy Municipal Code, actual costs incurred by the City and/or the Fire Authority to provide weed abatement services plus permitted twenty-five percent administrative charges are billed to the property owner.

ACTION REQUESTED OF THE CITY COUNCIL

That City Council conduct a Public Hearing to hear and consider any and all objections to the proposed abatement, and by resolution, declare the weeds, rubbish, refuse, and flammable material located at the parcels listed within Exhibit "A" to be a nuisance, authorize the Fire Authority to direct the Fire Authority's contractor to abate such nuisance, and authorize the Fire Authority's and City's staffs to recover the costs of abatement in accordance with the requirements of the JPA and Tracy Municipal Code.

Prepared by: Timothy Spears, Fire Marshal

Reviewed by: Chris Martin, Acting Fire Chief
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

1. Exhibit A – List of Parcels
2. Proposed Resolution Declaring the Existence of Weeds, Rubbish, Refuse and Flammable Material on the Parcels Listed in Exhibit “A”, A Public Nuisance Authorizing the Fire Authority to Abate Said Public Nuisance, and Authorizing Fire Authority and City Staffs to Recover the Costs of Abatement from the Property Owners

South San Joaquin County Fire Authority Weed Abatement						
APN	**SITUS ADDRESS**	**NAME/BUSINESS**	**MAILING ADDRESS**	**CITY**	**STATE**	**ZIP**
23510071	280 W Mt Diablo Ave	GANESAN RAMU & VASANTHA TR	5831 Avellina Dr	Dublin	CA	94568
23510015	302 W. Mt. Diablo Ave	KHINDA MOHINDER S ETAL	2316 Highiet Ct	Tracy	CA	95377
24608019	31 W. Deerwood Ln.	DAVID SMITH	31 W. Deerwood Ln	Tracy	CA	95376
23543018 & 23543017	90 and 100 W South St. (Mt. Diablo side)	COSTA, RAYMOND & LUCIA	90 and 100 W. South St.	Tracy	CA	95376
23523063	185 Cedar Mountain Drive	PIROCANAC, STEVAN & DUSICA	185 Cedar Mountain Drive	Tracy	CA	95376
23507054, 23507053	77 and 73 W. 3rd St	DAVID TAYLOR	630 East St	Tracy	CA	95376
23415013	1423 Birch Dr.	SINGH KULWINDER & BHULLAR SARABPREET TR	1423 Birch Dr.	Tracy	CA	95376
23507032	21 E. 3rd. St.	VARGAS, RAFAEL ETAL Care Of STEPHEN J RAFALA	11530 Mountain View Rd	Tracy	CA	95376
23510072	Mt. Oso Ave -across from 290	FLAMENCO ROBERTO	4375 Hamilton Ave #B	San Jose	CA	95130

Attachment 2

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

(1) DECLARING THE EXISTENCE OF WEEDS, RUBBISH, REFUSE, AND FLAMMABLE MATERIAL ON THE PARCELS LISTED IN EXHIBIT "A" A PUBLIC NUISANCE;

(2) AUTHORIZING THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY STAFF TO DIRECT ITS CONTRACTOR TO ABATE SAID PUBLIC NUISANCE; AND

(3) AUTHORIZING THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY STAFF AND CITY OF TRACY STAFF TO RECOVER THE COSTS OF ABATEMENT FROM THE PROPERTY OWNERS IN ACCORDANCE WITH THE REQUIREMENTS OF THE JOINT POWERS AGREEMENT OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY AND THE TRACY MUNICIPAL CODE.

WHEREAS, Pursuant to Tracy Municipal Code, Section 4.12.280, the South San Joaquin County Fire Authority ("Fire Authority") staff mailed, via certified mail, a notice to each of the owners of record of the properties listed within Exhibit "A", that the existence of weeds, rubbish, refuse and flammable material on said parcel in the City of Tracy constitutes a nuisance and is dangerous to public health and safety of the inhabitants of the City pursuant to Section 4.12.260 of the Tracy Municipal Code; and

WHEREAS, Each of the notices included an order to abate said public nuisance within twenty (20) days and informed each property owner of its opportunity to appear and object to the determination of public nuisance and abatement order at a public hearing before the City Council on September 19, 2023; and

WHEREAS, Objections, if any, to said declarations of public nuisance and abatement orders have been heard and considered, and

WHEREAS, Weed abatement services are provided on a cost recovery basis. Actual costs incurred by the Fire Authority and the City of Tracy to provide weed abatement services are billed to the property owner; now, therefore, be it

RESOLVED, That the City Council of the City of Tracy declares the weeds, rubbish, refuses and flammable material on the parcels listed on Exhibit "A" to be a public nuisance, authorizes Fire Authority staff to order the Fire Authority's contractor to abate said public nuisances on the listed parcels, and further authorizes the Fire Authority's and City

of Tracy's staffs to recover the costs of abatement in accordance with the requirements of the Joint Powers Agreement for the Fire Authority and the City of Tracy Municipal Code.

****

The foregoing Resolution 2023- was passed and adopted by the Tracy City Council on the 19th day of September, 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

September 19, 2023

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council Introduce an Ordinance amending Section 3.08.580 of the Tracy Municipal Code to update speed limits, as required by the California Vehicle Code.

EXECUTIVE SUMMARY

The proposed ordinance will be amending Section 3.08.580, Article 12 of the Tracy Municipal Code to establish speed limits on street segments in accordance with the requirements of the California Vehicle Code.

BACKGROUND AND LEGISLATIVE HISTORY

Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established based on engineering and traffic surveys, in accordance with the requirements of the California Vehicle Code (CVC) and the applicable traffic engineering standards. To allow law enforcement to enforce posted traffic speed on streets with the use of radar equipment, it is necessary to establish speed limits in accordance with the requirements of the CVC. The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. The CVC requires the completion of engineering and traffic surveys to establish posted speeds once every five years.

ANALYSIS

Staff has recently completed engineering and traffic surveys to update speed limits on 13 segments of 10 arterial and collector streets in accordance with the CVC and California Manual of Uniform Traffic Control Devices (CAMUTCD). Based on these surveys, staff recommends introducing an Ordinance to amend various special speed zones outlined in Section 3.08.580 of the Tracy Municipal Code. The surveys update the posted speeds and provides the basis for the proposed amendments of the TMC, thus, resulting in the continuation of special speed zones with updated speed limits on the street segments listed in Attachment A.

This update to the City's traffic code will establish radar-enforceable speed limit zones for arterial and collector streets including Barcelona Drive, Central Avenue, Dove Drive, Eastlake Circle, Glenbrook Drive, Grant Line Road, Jackson Avenue, Jefferson Parkway, Presidio Place, and Summer Lane.

The results of the speed surveys recommend that existing speed limits remain unchanged. The recommendations are based upon the 85th percentile speed of surveyed moving vehicles on those streets with consideration given to the existing road site conditions such as street alignment, classification, collisions, etc. The CVC allows further adjustment of the surveyed speed based upon the above conditions. The research indicates that posting speeds lower than the closest 85th percentile speed does not lower the speed of motorists.

A copy of the proposed Ordinance is provided as Attachment C. Attachment D provides an update of the TMC section 3.08.580 special speed zone table.

A copy of all engineering and traffic surveys certified as correct by the City Engineer will be maintained in the Engineering Division files, with a duplicate copy on file with the Police Department.

It was observed that some of the surveyed segments were sub-part of longer segments of the roadway in the Tracy Municipal Code for radar enforcement. To differentiate the speed limits on the surveyed segments, it is necessary to add the sub-parts separately and delete the longer segments.

Therefore, the following three roadway segments are recommended to be added to the TMC for radar enforcement:

Street	Segment	Previously Established	Newly Established	Change
Barcelona Drive	Cypress Drive to Tennis Lane	25	25	No Change
Barcelona Drive	Tennis Lane to Schulte Road	25	25	No Change
Central Avenue	Mt. Diablo Avenue to Fourth Street	25	25	No Change

The following two roadway segments are recommended to be removed from the TMC for radar enforcement either to avoid duplication of road segments or to eliminate street segments within the downtown business district where the prima facie speed limit is established at 25 mph.

Street	Segment	Previously Established	Newly Established	Change
Barcelona Drive	Cypress Road to Schulte Road			Delete
Central Avenue	Mt. Diablo Avenue to Eleventh Street			Delete

FISCAL IMPACT

There will be no fiscal impact associated with this action. Enforcement of speed limits is a budgeted item in the Police Department's annual operating budget. Signage and striping changes as the result of speed limit changes is performed by the Operations Section of the Operation and Utilities Department. The costs associated with signage and striping is absorbed within the existing traffic striping and signage operating budget. Since the current speed survey resulted in no speed limit changes, there is no need for any changes to signage or striping. Hence there will be no impact to the existing traffic signing and signage operation budget.

COORDINATION

The results of the Engineering and Traffic Survey as shown in Attachments A and B, the updated Special Speed Zone Table in the TMC as shown in Attachment D, and the Speed Zone Report in Attachment E were coordinated with the Police Department and the Operations

and Utilities Department. These assist the Police Department for speed enforcement and assist the Operations and Utilities Department to determine any speed limit sign updates in the field.

CEQA DETERMINATION

The proposed item is categorically exempt from California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301, which pertains to existing highways and streets. In accordance with CEQA Guidelines, no further environmental assessment is needed.

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 introduce an Ordinance amending Section 3.08.580 of the Tracy Municipal Code to update speed limits, as required by the California Vehicle Code.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Development Services Director
Sara Cowell, Finance Director
Sekou Millington, Chief of Police
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

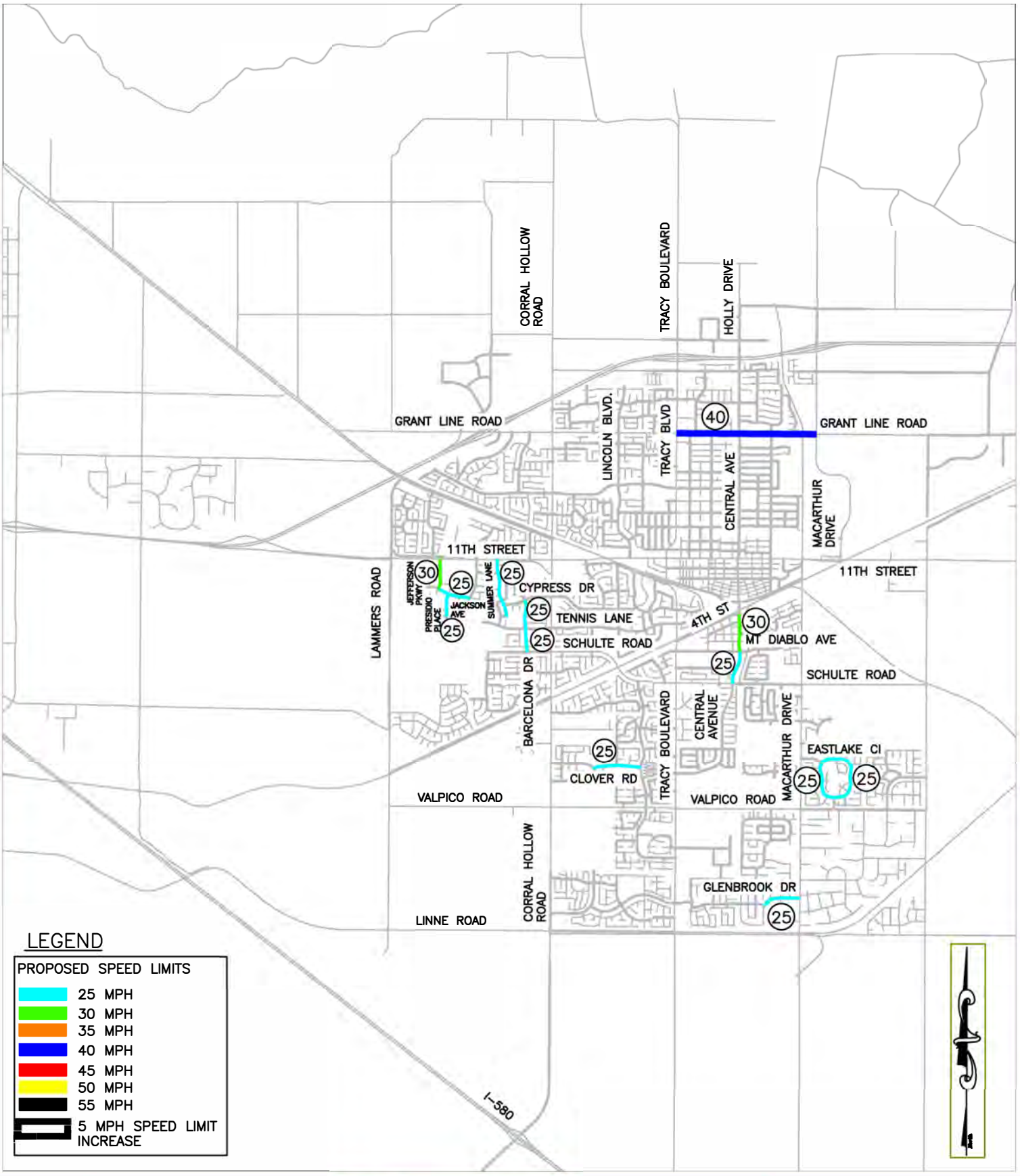
Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Speed Survey Locations
Attachment B – Speed Survey Map
Attachment C – Ordinance
Attachment D – TMC Section Special Speed Zone Table 2022
Attachment E – Speed Zone Report December 2022

Attachment A

EXHIBIT A - CITY OF TRACY SPEED SURVEY LOCATIONS 2022						
SR. NO.	**SEGMENT**	**FROM**	**TO**	**PREVIOUSLY ESTABLISHED SPEED LIMIT**	**85TH PERCENTILE SPEED**	**PROPOSED SPEED**
1	BARCELONA DRIVE	CYPRESS DRIVE	TENNIS LANE	25	32	25
2	BARCELONA DRIVE	TENNIS LANE	SCHULTE ROAD	25	31	25
3	CENTRAL AVENUE	MT. DIABLO AVENUE	SCHULTE ROAD	30	34	30
4	CENTRAL AVENUE	FOURTH STREET	MT. DIABLO AVENUE	25	32	25
5	DOVE DRIVE	SYCAMORE PKWY	STARFLOWER DRIVE	25	32	25
6	EASTLAKE CIRCLE	CRATER PLACE	LAKEVIEW DRIVE (WESTSIDE)	25	30	25
7	EASTLAKE CIRCLE	CRATER PLACE	LAKEVIEW DRIVE (EAST SIDE)	25	31	25
8	GLENBROOK DRIVE	BROOKVIEW DRIVE	MACARTHUR DRIVE	25	32	25
9	GRANT LINE ROAD	TRACY BLVD.	MACARTHUR DRIVE	40	43	40
10	JACKSON AVENUE	CROSSROADS DRIVE	JEFFERSON PARKWAY	25	32	25
11	JEFFERSON PARKWAY	ELEVENTH STREET	JACKSON AVENUE	30	34	30
12	PRESIDIO PLACE	JACKSON AVENUE	COMPTON PLACE	25	31	25
13	SUMMER LANE	ELEVENTH STREET	BRITTANY WAY	25	32	25



TRACY
Think Inside the Triangle

TRAFFIC SPEED SURVEY
UPDATE 2022
EXHIBIT B

DESIGNED BY ET
DRAWN BY ET
CHECKED BY AP
SCALE NTS

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET
1
OF 1 SHEET

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

KOOSUN KIM CITY ENGINEER DATE

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AMENDING SECTION 3.08.580 OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS, AS REQUIRED BY THE CALIFORNIA VEHICLE CODE

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets; and

WHEREAS, Subsection (c) of California Vehicle Code Section 40803 provides that evidence of conducting a speed zone survey within the last five years to establish the prima facie speed for a local street or road shall constitute a prima facie case that such local street or road is not a speed trap for the purposes of radar enforcement; and

WHEREAS, City staff completed engineering & traffic surveys in December 2022 of 13 segments of 10 arterial and collector streets; and

WHEREAS, The surveys show prima facie speed limits for all surveyed street segments remain unchanged; and

WHEREAS, It is observed that the some of the surveyed segments were sub-part of longer segments of the roadways shown currently in the Tracy Municipal Code for radar enforcement; and

WHEREAS, In order to differentiate the speed limits on the surveyed segments, it is necessary to add the sub-parts separately and delete the larger segments; and

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. Additional Street Portions. Section 3.08.580 of the Tracy Municipal Code is hereby amended to add the three street portions described below and their established Declared Prima Facie Speed Limit (Miles per Hour) (with additions <u>underlined</u> and deletions in ~~strikethrough~~):

Name of Street and Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- **Barcelona Drive** Cypress Drive to Tennis Lane	25
- **Barcelona Drive** Tennis Lane to Schulte Road	25
- **Central Avenue** Mt. Diablo Avenue to Fourth Street	25

SECTION 3. Deleted Street Portions. Section 3.08.580 of the Tracy Municipal Code is hereby amended to delete the street portions described below to avoid duplication of street segments or to eliminate the street segment within the downtown business district where the prima facie speed limit is established at 25 mph:

Name of Street and Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
~~- **Barcelona Drive** Cypress Road to Tennis Lane~~	~~25~~
~~- **Central Avenue** Mt. Diablo Avenue to Eleventh Street~~	~~25~~

SECTION 4. Remaining Sections. Except as herein added or changed, the remaining sections of the Tracy Municipal Code, including the Declared Prima Facie Speed Limit (Miles per Hour) for the portions of streets not set forth above, shall remain unchanged, in full force and effect.

SECTION 5. 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 6. Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. CEQA Determination. The City Council finds that this Ordinance is exempt from California Environmental Quality Act (CEQA) Guidelines in accordance with CEQA Guidelines section 15301, which pertains to existing highways and streets.

SECTION 8. 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 9. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 10. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 11. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 19th day of September 2023, and finally adopted on the ___ day of _____, 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

ORDINANCE AMENDING SECTION 3.08.580 REGARDING SPECIAL SPEED ZONES OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS AS REQUIRED BY THE CALIFORNIA VEHICLE CODE

This Ordinance amends Section 3.08.580 of the Tracy Municipal Code to update speed limits as required by the California Vehicle Code. Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established based on engineering and traffic surveys conducted in accordance with the requirements of the California Vehicle Code (CVC), and the applicable traffic engineering standards. To allow the Police Department to enforce posted traffic speed on streets with use of radar equipment, it is necessary to establish speed limits in accordance with the requirements of the CVC. Since these surveys are good for a period of five years, the amendment to the TMC is necessary after every five years to update these surveys, resulting in an update of posted speeds.

3.08.580 Special speed zone Table

Name of Street or Portion Affected	**Declared Prima Facie Speed Limit (Miles per Hour)**
- Arbor Road	
Holly Drive to MacArthur Drive	40
- Balboa Drive	
Portola Way to Clover Road	25
- Barcelona Drive	
~~Cypress Drive to Schulte Road~~	~~25~~
Cypress Drive to Tennis Lane	25
Tennis Lane to Schulte Road	25
- Beechnut Avenue	
Sequoia Boulevard to Tracy Boulevard	30
- Beverly Place	
Lincoln Boulevard to Tracy Boulevard	25
- Brichetto Road	
Chrisman Road to east City limits	50
- Brookview Drive	
Regis Drive to Reids Way	30
Reids Way to Glenbrook Drive	25
- Buthmann Avenue	
Grant Line Road to Kavanagh Avenue	25
Kavanagh Avenue to Clover Road	25
- Byron Road	
Corral Hollow Road to Lammers Road	45
- Central Avenue	
Sycamore Parkway to Tracy Boulevard	35
Tracy Boulevard to Schulte Road	30
Schulte Road to Mount Diablo Avenue	30
Mt. Diablo Avenue to Fourth Street	25
~~Mt. Diablo Avenue to Eleventh Street~~	~~25~~

- Chester Drive	
Eaton Avenue to Lowell Avenue	25
- Chrisman Road	
Valpico Road to north City limits	50
Grant Line Road to Paradise Avenue	40
Paradise Avenue to RR Tracks (south of Paradise Ave)	40
- Clover Road	
West City limits to Tracy Boulevard	25
Tracy Boulevard to Holly Drive	25
- Corral Hollow Road	
Parkside Drive to Schulte Road	40
Eleventh Street to Lowell Avenue	40
Lowell Avenue to Grant Line Road	40
North City limits to Grant Line Road	35
Parkside Drive to Valpico Road (City limits)	40
Schulte Rd to Eleventh St	45
Valpico Road to Linne Road (City limits)	45
I-580 to south City Limits	55
1100’ south of Linne Road to I-580	50
- Crossroads Drive	
Eleventh Street to Gaines Lane	25
Greystone Drive to Eleventh Street	30
- Cypress Drive	
Corral Hollow Road to Summer Lane	30
Hickory Avenue to Corral Hollow Road	25
- Dominique Drive	
Eastlake Circle to Elissagary Drive	30
- Dove Drive	
Sycamore Parkway to Starflower Drive	25
- Eastlake Circle	
Crater Place to Lakeview Drive (East side)	25
Crater Place to Lakeview Drive (West side)	25

- East Street	
Grant Line Road to Eleventh Street	30
Eleventh Street to Sixth Street	25
- Eaton Avenue	
Richard Drive to Tracy Boulevard	25
Tracy Boulevard to East Street	25
- Eleventh Street	
East Street to Beginning of Bridge	35
Beginning of Bridge to East City Limits	45
Corral Hollow Road to Lincoln Boulevard	35
Lammers Road to Corral Hollow Road	45
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	30
West City limits to Lammers Road	55
- Entrada Way	
Grant Line Road to Portola Way	25
- Fabian Road	
Lammers Road to Mamie Anderson Lane	35
- Fourth Street	
Tracy Boulevard to Central Avenue	35
- Glenbriar Drive	
Valpico Road to Glenbriar Circle	30
- Glenbrook Drive	
Brookview Drive to MacArthur Drive	25
- Grant Line Road	
Corral Hollow Road to Tracy Boulevard	40
MacArthur Drive to Skylark Avenue	45
Skylark Avenue to Chrisman Road	45
Chrisman Road to east City Limits	45
Tracy Boulevard to MacArthur Drive	40
West City limits/Byron Road to I-205	40
I-205 to Corral Hollow Road	40

- Hansen Road	
Schulte Road to I-205 (City Limits)	50
- Henley Parkway	
Bridle Creek Drive to Lowell Avenue	35
- Holly Drive	
Clover Road to the north City limits	35
Grant Line Road to Clover Road	30
Eleventh Street to Grant Line Road	25
- International Parkway	
Berkeley Road to Schulte Road	45
I-205 (City Limits) to Berkeley Road	45
- Jackson Avenue	
Crossroads Drive to Jefferson Parkway	25
- Jefferson Parkway	
Eleventh Street to Jackson Avenue	30
- Joe Pombo Parkway	
Lowell Avenue to Bridle Creek Drive	35
Bridle Creek Drive to Grant Line Road	35
- Kavanagh Avenue	
Corral Hollow Road to Tracy Boulevard	25
Tracy Boulevard to Balboa Drive	25
- Lammers Road	
Eleventh Street to Byron Road	40
Eleventh Street to City limits south of Jaguar Run	45
Redbridge Drive to Schulte Road (City limits)	45
- Lankershire Drive	
Montgomery Lane to Byron Road	25
- Larch Road	
Tracy Boulevard to Holly Drive	35
- Lauriana Lane	
Schulte Road to Cypress Avenue	30
- Lincoln Boulevard	

Eleventh Street to Grant Line Road	30
- Linne Road	
West City limits to East City limits	50
- Lowell Avenue	
Blandford Lane to Orchard Parkway	30
Orchard Parkway to Corral Hollow Road	30
Corral Hollow Road to Lincoln Boulevard	30
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	25
- MacArthur Drive	
Eleventh Street to I-205 Interchange	40
Fair Oaks Drive to Valpico Road	45
Schulte Road to SPRR Tracks	40
South City limits to Fair Oaks Drive	40
SPRR Tracks to Eleventh Street	35
Valpico to Schulte Road	40
I-205 Interchange to north City limits	40
- Middlefield Drive	
Corral Hollow Road to Whispering Wind Drive	35
Whispering Wind Drive to Peony Drive	25
- Mt. Diablo Avenue	
Tracy Boulevard to Central Avenue	25
Central Avenue to MacArthur Drive	25
- Naglee Road	
Grant Line Road to north City limits	35
- Orchard Parkway	
Lowell Avenue to Grant Line Road	35
- Paradise Avenue	
Grant Line Road to north City limits	45
- Paradise Road	
Grant Line Road to Chrisman Road	40
- Parker Avenue	

Eleventh Street to Grant Line Road	25
- Parkside Drive	
Winter Lane to Corral Hollow Road	30
- Pescadero Avenue	
MacArthur Drive to 2,500' east of MacArthur Drive	35
2,500' east of MacArthur Drive to east City limits	45
- Portola Way	
Holly Drive to Entrada Way	25
- Presidio Place	
Jackson Avenue to Compton Place	25
- Richard Drive	
Lincoln Boulevard to Eaton Avenue	25
- Schulte Road	
Barcelona Drive to Mabel Josephine Drive	40
Corral Hollow Road to Barcelona Drive	35
Corral Hollow Road to Tracy Boulevard	40
International Parkway to Hansen Road	45
Hansen Road to east City limit	50
Tracy Boulevard to MacArthur Drive	40
- Sequoia Boulevard	
Alden Glen Drive to Beechnut Avenue	30
- Sixth Street	
Tracy Boulevard to Central Avenue	30
Central Avenue to MacArthur Drive	30
- Starflower Drive	
Corral Hollow Road to Dove Drive/Way	25
- Summer Lane	
Eleventh Street to Brittany Way	25
- Sycamore Parkway	
Tracy Boulevard to Valpico Road	30
Valpico Road to Schulte Road	35
- Tennis Lane	

Corral Hollow Road to Jill Drive	25
Tracy Boulevard to Corral Hollow Road	25
- Tenth Street	
Civic Center Drive to MacArthur Drive	25
Tracy Boulevard to East Street	25
- Third Street	
Central Avenue to Mt. Diablo Avenue	25
- Tracy Boulevard	
Grant Line Road to Larch Road	35
Larch Road to the north City limits	40
Linne Road to Valpico Road	45
Lowell Avenue to Grant Line Road	35
Schulte Road to Sixth Street	40
Sixth Street to Lowell Avenue	35
South City limits to Linne Road	45
Valpico to Schulte Road	45
- Valpico Road	
Fairoaks Drive to east City limits	45
MacArthur Drive to Fairoaks Drive	40
Tracy Boulevard to MacArthur Drive	40
West City limits to Tracy Boulevard	40
-Western Pacific Way	
West City Limits to Corral Hollow Road	50
- Whispering Wind Drive	
St. Regis Drive to Tracy Boulevard	30
Tracy Boulevard to Middlefield Drive	30

The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except on the basis of an engineering and traffic survey. The provisions of this section shall not apply in respect to the twenty-five (25) mile per hour prima facie speed limit which is applicable when passing a school building or the grounds thereof

Attachment E

City of Tracy

Engineering & Traffic Survey Report
December 2022

Engineering Division
Development Services Department

I. Index

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December
2022

Engineering & Traffic Survey Report

II. INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in the year 2022. The surveys were conducted to establish safe and reasonable speed limits. The findings of this report will enable the City to justify radar enforcement of speed limits in these roadways, as indicated in Section 40802 of the California Vehicle Code. Segments of the following City streets were investigated:

- Barcelona Drive – Cypress Drive to Tennis Lane
- Barcelona Drive – Tennis Lane to Schulte Road
- Central Avenue – Mt. Diablo Avenue to Schulte Road
- Central Avenue – Fourth Street to Mt. Diablo Avenue
- Dove Drive – Sycamore Parkway to Starflower Drive
- Eastlake Circle – Crater Place to Lake View (West Side)
- Eastlake Circle – Crater Place to Lake View (East Side)
- Glenbrook Drive – Brookview Drive to MacArthur Drive
- Grant Line Road – Tracy Blvd to MacArthur Drive
- Jackson Avenue – Crossroads Drive to Jefferson Parkway
- Jefferson Parkway – Eleventh Street to Jackson Avenue
- Presidio Place – Jackson Avenue to Compton Place
- Summer Lane – Eleventh Street to Brittany Way

III. STUDY PROCEDURES

Section 22352, of the California Vehicle Code (CVC) requires a 25 mph prima facie speed limit on streets in residential or business district, 15 mph at railroad grade crossings, highway intersections with sight restrictions and in any alley. However, upon the basis of an Engineering and Traffic survey, a local authority may declare speed limits of 30, 35, 40, 45, 50, 55, 60, or a maximum of 65 mph in order to facilitate the orderly movement of traffic. Section 22356 of CVC currently sets the maximum speed limit at 65 mph. Also, except as provided in Section 22356, it is also required to comply with Section 22349 (b) which states that "Notwithstanding any other provisions of law, no person may drive a vehicle upon a two lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for higher speed by local agency on the bases of an engineering and traffic survey". Prima facie speed limits can be posted without the need for engineering and traffic surveys. The required elements in such Engineering and Traffic Survey are outlined in Section 627 of the CVC. This report adopts the aforementioned guidelines in formulating the recommendations in this report.

The principal elements in this study of the selected streets are highlighted below:

Radar Check

Each street was divided into segments to account for its differing roadway characteristics. Variations in roadway segments include street width, and other significant geometric factors and constraints. One speed check was made in each section from an inconspicuously parked, unmarked vehicle. Every effort was made to ensure that the presence of the vehicle does not affect the driving behavior of other motorists. A minimum of 100 samples were taken for each section of roadway. All field data was coded onto forms for subsequent computer analysis.

Data Analysis

For each survey section, computer analysis and calculations were performed on the field data to obtain several key parameters. The computer analysis printouts are included in the appendix of this report. A list of these parameters and a brief discussion of each follow:

50th Percentile Speed. The 50th percentile speed is the speed above and below which 50 percent of the observed vehicles are travelling. This is also known as the median or middle speed.

85th Percentile Speed. The 85th percentile speed, or the critical speed, is the speed at or below which 85 percent of the observed vehicles are traveling. Traffic engineers generally consider that at least 85 percent of all motorists will drive at speeds that are reasonable and prudent for the prevailing conditions, without the benefit of posted speed limits, signs, or enforcement. Therefore, the 85th

percentile speed is a good preliminary indicator of the appropriate speed limit that can be imposed, after taking into consideration all other secondary factors such as historical collision occurrence, traffic volumes, road features, and other special constraints.

Pace Speed. The pace speed is the ten-mile-per-hour increment that contains the greatest number of observed vehicles. In general, the 85th percentile speed and the recommended speed limit should lie within the upper range of the pace. This parameter is also a good indicator of a reasonable and appropriate speed limit.

Range of Speeds. The range of speeds is simply the speeds of the fastest and slowest vehicles observed. A large range of speeds, say in excess of 30 mph, indicates unfavorable road conditions that lead to inconsistent traffic stream and great likelihood of traffic collisions.

Average speed. The average speed is a simple arithmetic mean of all speeds observed in a single sample.

Collision Review

After the computer analysis, a good initial estimate of the appropriate speed limit for each of the street sections was determined. However, as a first check, it was necessary to validate these estimates by carefully reviewing the historical collision occurrences within the last three years. The location and severity of collision occurrences, as well as their frequency were considered before a final speed limit was recommended for each road section.

Field Check

After performing the radar checks, data analyses, and collision review, a final field check was made. While performing a field check, the speed surveyor is fully cognizant of the before mentioned parameters and particularly cognizant of the 85th percentile speeds and the pace speed. The speed surveyor evaluated the appropriateness of these values and noted the significance of other factors such as roadside development, driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, pedestrians, roadway alignment, control, and numerous other intangible factors. These elements were given serious consideration in the determination of a reasonable and safe speed limit.

Reasonable limits are speeds at which motorists would drive without the affects of enforcement of signs.

IV. TRAFFIC AND ENGINEERING STUDIES

The following sections present the findings of the Engineering and Traffic surveys. The 85th percentile speed and the recommended speed limits for the surveyed roadways are included.

V. ENGINEERING & TRAFFIC SURVEY RECOMMENDATIONS

- **Barcelona Drive**

Cypress Drive to Tennis Lane

This segment of Barcelona Drive is a two-lane Northbound and Southbound residential collector road. The segment is approximately 0.23 miles in length and 64 feet in width. There is Class II bike lanes and permitted on street parking. The previously established speed limit in this section is 25 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	28 mph.

The 85th percentile speed indicates a speed of 32 mph. The presence of residential area, driveways, bike lane in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Tennis Lane to Schulte Road

This segment of Barcelona Drive is a two-lane Northbound and Southbound residential collector road. The segment is approximately 0.17 miles in length and 43 feet in width. There is Class II bike lanes and permitted on street parking. The previously established speed limit in this section is 25 mph.

There was 1 reported collision on this roadway from January 2020 to December 2022.

10 mph pace speed	22 mph. - 31 mph.
85th percentile speed	31 mph.
50th percentile speed	27 mph.

The 85th percentile speed indicates a speed of 31 mph. The presence of residential area, driveways, bike lane in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- **Central Avenue**

Mt. Diablo Avenue to Schulte Road

This segment of Central Avenue is a two-lane Northbound and Southbound residential major collector. The segment is approximately 0.25 miles in length and 64 feet in width. There are driveways that front the roadway, bike lanes, intermediate intersections and permitted on street parking. The previously established speed limit in this section is 30 mph.

There were 5 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	26 mph. - 35 mph.
85th percentile speed	34 mph.
50th percentile speed	30 mph.

The 85th percentile speed indicates a speed of 34 mph. The presence of residential area, driveways, bike lane in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

The recommended speed limit for this section therefore is 30 mph.

Fourth Street to Mt. Diablo Avenue

This segment of Central Avenue is a two-lane Northbound and Southbound residential collector. The segment is approximately 0.29 miles in length and 64 feet in width. There are driveways that front the roadway, bike lanes, intermediate intersections and permitted on street parking. The previously established speed limit in this section is 25 mph.

There were 4 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	28 mph.

The 85th percentile speed indicates a speed of 32 mph. The presence of residential area, driveways, bike lane in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- **Dove Drive**

  Sycamore Parkway to Starflower Drive

  This segment of Dove Drive is a two-lane Eastbound and Westbound residential collector. The segment is approximately 0.36 miles in length and 46 feet in width. There are driveways, intersections, a school, a park, and partial on street parking permitted. The previously established speed limit in this section is 25 mph.

  There were 2 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	27 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of residential driveways, intersections, schools and parks in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

- **Eastlake Circle**

Crater Place to Lakeview Drive (West Side).

This segment of Eastlake Circle is a two-lane residential collector. The segment is approximately 0.44 miles in length and 40 feet in width. There are intersections and house frontage. The previously established speed limit in this section is 25 mph.

There were 0 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	30 mph.
50th percentile speed	27 mph.

The 85th percentile speed indicates a speed of 30 mph. The presence of residential driveways, intersections, in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

Crater Place to Lakeview Drive (East Side).

This segment of Eastlake Circle is a two-lane residential collector. The segment is approximately 0.51 miles in length and 40 feet in width. There are intersections and house frontage. The previously established speed limit in this section is 25 mph.

There were 2 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	31 mph.
50th percentile speed	28 mph.

The 85th percentile speed indicates a speed of 31 mph. The presence of residential driveways, intersections, in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

The recommended speed limit for this section therefore is 25 mph

- **Glenbrook Drive**

  Brookview Drive to MacArthur Drive

  This segment of Glenbrook Drive is a two-lane Eastbound and Westbound residential collector. The segment is approximately 0.35 miles in length and 40 feet in width. There are driveways that front the roadway, intermediate intersections and permitted on street parking. The previously established speed limit in this section is 25 mph.

  There were 0 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	29 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of residential driveways and intersections in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

- **Grant Line Road**

  Tracy Blvd to MacArthur Drive

  This segment of Grant Line Road is a four-lane Eastbound and Westbound arterial. The segment is approximately 1.11 miles in length and 75 feet in width. There are industrial driveways and heavy volume in this segment. The previously established speed limit in this section is 40 mph.

  There were 41 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	37 mph. - 46 mph.
85th percentile speed	43 mph.
50th percentile speed	40 mph.

  The 85th percentile speed indicates a speed of 43 mph. The presence of residential driveways, heavy volume in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 40 mph.

  The recommended speed limit for this section therefore is 40 mph.

- **Jackson Avenue**

  Crossroads Drive to Jefferson Parkway

  This segment of Jackson Avenue is a two-lane Eastbound and Westbound residential collector. The segment is approximately 0.25 miles in length and 40 feet in width. There are driveways that front the roadway, intermediate intersections and permitted on street parking. The previously established speed limit in this section is 25 mph.

  There was 1 reported collision on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	28 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of residential driveways and intersections in this segment justifies the downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

- **Jefferson Parkway**

  Eleventh Street to Jackson Avenue

  This segment of Jefferson Parkway is a two-lane Southbound and Northbound residential collector. The segment is approximately 0.22 miles in length and 53 feet in width. There are nearby neighborhoods and a park. The previously established speed limit in this section is 30 mph

  There were 4 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	25 mph. - 34 mph.
85th percentile speed	34 mph.
50th percentile speed	29 mph.

  The 85th percentile speed indicates a speed of 34 mph. The Presence of nearby neighborhoods and a park in this segment justifies downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 30 mph.

  The recommended speed limit for this section therefore is 30 mph.

- **Presidio Place**

  Jackson Avenue to Compton Place

  This segment of Presidio Place is a two-lane Northbound and Southbound residential collector. The segment is approximately 0.17 miles in length and 40 feet in width. There are residential driveways that front the roadway, intermediate intersections and permitted on street parking. The previously established speed limit in this section is 25 mph.

  There were 0 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	22 mph. - 31 mph.
85th percentile speed	31 mph.
50th percentile speed	26 mph.

  The 85th percentile speed indicates a speed of 31 mph. The presence of residential driveways and intermediate intersections in this segment justifies downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

- **Summer Lane**

  Eleventh Street to Brittany Way

  This segment of Summer Lane is a two-lane Eastbound and Westbound residential collector. The segment is approximately 0.45 miles in length and 54 feet in width. There are driveways, intersections, on street parking and curves present in the segment. The previously established speed limit in this section is 25 mph.

  There were 8 reported collisions on this roadway from January 2020 to December 2022.

10 mph pace speed	23 mph. - 32 mph.
85th percentile speed	32 mph.
50th percentile speed	28 mph.

  The 85th percentile speed indicates a speed of 32 mph. The presence of residential driveways, intersections, curves in this segment justifies downgrading of the 85th percentile speed by 5 mph. Therefore, it is recommended that the posted speed limit remains at 25 mph.

  The recommended speed limit for this section therefore is 25 mph.

VI. SPEED SURVEY DATA SHEETS

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Barcelona Drive between Cypress Drive and Tennis Lane
Date:	3/1/2023
Report Year	2022
Day	Wednesday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai 08-10-23 C88752

Anju Pillai — Date — State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

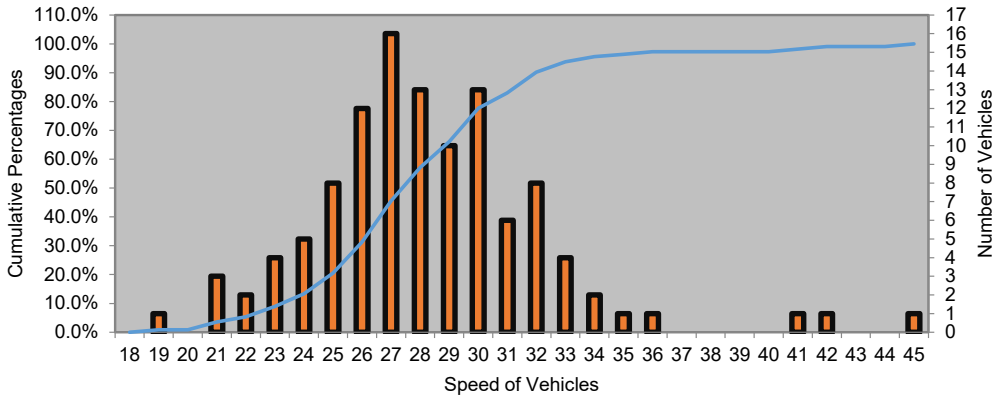
VEHICLE SPEED SURVEY ANALYSIS

Location:	Barcelona Drive between Cypress Drive and Tennis Lane		
Date:	3/1/2023	Recorder:	ET
Begin Time:	11:40 PM	Direction:	NB/SB
End Time:	3:20 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	112		50th Percentile (mph)	28
Speed Range (mph)	19	45	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.28

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.23 Mi, 64')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential area, bike lane

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential area, driveways, bike lanes,
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
18	0
19	1
20	0
21	3
22	2
23	4
24	5
25	8
26	12
27	16
28	13
29	10
30	13
31	6
32	8
33	4
34	2
35	1
36	1
37	0
38	0
39	0
40	0
41	1
42	1
43	0
44	0
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	112

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Barcelona Drive between Tennis Lane and Schulte Road
Date:	2/2/2023
Report Year	2022
Day	Thursday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai — 08-12-23 — C88752

Anju Pillai | Date | State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk | Date

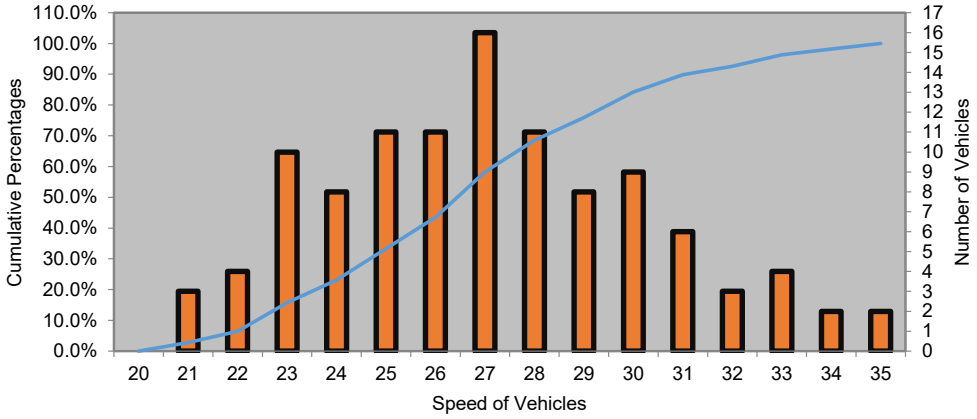
VEHICLE SPEED SURVEY ANALYSIS

Location:	Barcelona Drive between Tennis Lane and Schulte Road		
Date:	2/2/2023	Recorder:	ET
Begin Time:	3:50 PM	Direction:	SB/NB
End Time:	5:10 PM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	108		50th Percentile (mph)	27
Speed Range (mph)	21	35	85th Percentile (mph)	31
10 Mph Pace (mph)	22	31	Average Speed (mph)	27.11

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.17 Mi, 43')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential area, bike lane

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 31 MPH
Presence of residential area, driveways, bike lanes,
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	3
22	4
23	10
24	8
25	11
26	11
27	16
28	11
29	8
30	9
31	6
32	3
33	4
34	2
35	2
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	108

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Central Avenue between Mt. Diablo Avenue and Schulte Road
Date:	6/27/2022
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Residential
Type:	Major Collector
Posted Limit:	30
Weather:	Sunny and Clear

Recommended speed limit = 30 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai — 08-12-23 — C88752

Anju Pillai | Date | State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk | Date

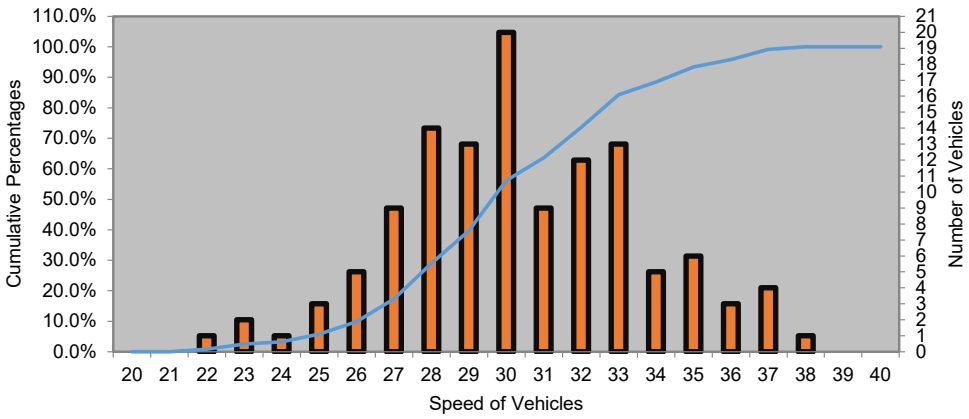
VEHICLE SPEED SURVEY ANALYSIS

Location:	Central Avenue between Mt. Diablo Avenue and Schulte Road		
Date:	6/27/2022	Recorder:	ET
Begin Time:	10:35 AM	Direction:	NB/SB
End Time:	11:35 AM	Land use:	Residential
Day:	Monday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	121		50th Percentile (mph)	30
Speed Range (mph)	22	38	85th Percentile (mph)	34
10 Mph Pace (mph)	26	35	Average Speed (mph)	30.37

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.25 Mi, 64')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential area, bike lane

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 34 MPH
Presence of residential driveways, intersections, bike lanes in in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 30 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	1
23	2
24	1
25	3
26	5
27	9
28	14
29	13
30	20
31	9
32	12
33	13
34	5
35	6
36	3
37	4
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	121

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Central Avenue between Fourth Street and Mt.Diablo Avenue
Date:	6/27/2022
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai 08-10-23 C88752

Anju Pillai — Date — State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

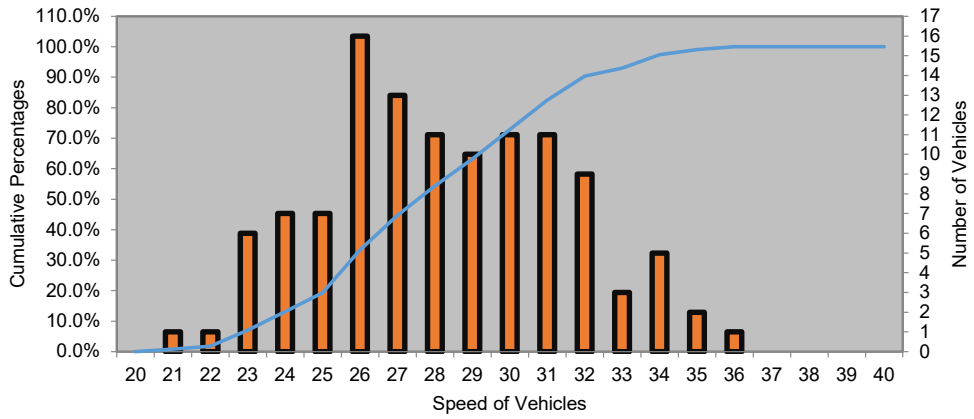
VEHICLE SPEED SURVEY ANALYSIS

Location:	Central Avenue between Fourth Street and Mt.Diablo Avenue		
Date:	6/27/2022	Recorder:	ET
Begin Time:	9:30 AM	Direction:	NB/SB
End Time:	10:30 AM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	114		50th Percentile (mph)	28
Speed Range (mph)	21	36	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.27

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 4 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.29 Mi, 64')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential area, bike lane

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential driveways, intersections, bike lanes in in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	1
22	1
23	6
24	7
25	7
26	16
27	13
28	11
29	10
30	11
31	11
32	9
33	3
34	5
35	2
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	114

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Dove Drive between Sycamore Parkway and Starflower Drive
Date:	4/24/2023
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai — 08-10-23 — C88752

Anju Pillai | Date | State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk | Date

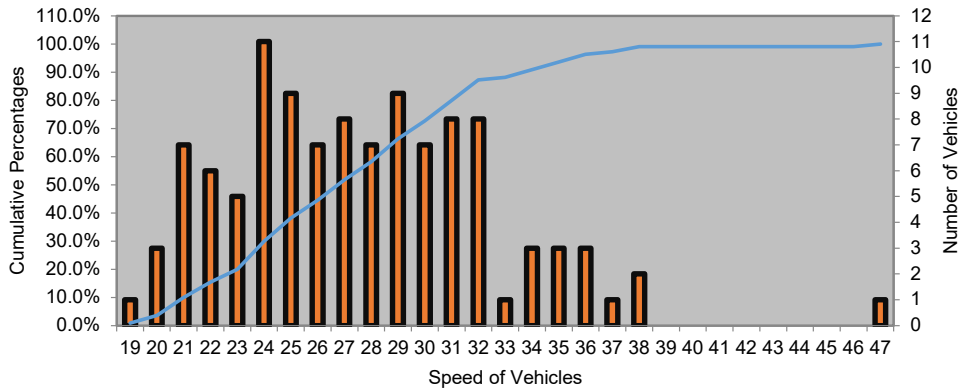
VEHICLE SPEED SURVEY ANALYSIS

Location:	Dove Drive between Sycamore Parkway and Starflower Drive		
Date:	4/24/2023	Recorder:	ET
Begin Time:	9:15 AM	Direction:	EB/WB
End Time:	11:05 AM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	27
Speed Range (mph)	19	47	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	27.63

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.36 Mi, 46')
Volume (if known)	
Parking Considerations	Parking permitted in parts of this segment
Other Considerations	Schools, driveways, Intermediate intersections, park

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential driveways, intersections, schools, parks in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
19	1
20	3
21	7
22	6
23	5
24	11
25	9
26	7
27	8
28	7
29	9
30	7
31	8
32	8
33	1
34	3
35	3
36	3
37	1
38	2
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	110

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Eastlake Circle between Crater Place and Lakeview Drive (West Side)
Date:	2/15/2023
Report Year	2022
Day	Wednesday
Recorder:	ET
Land use:	Resdiential
Type:	Residential Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai	08-10-23	C88752
	Date	State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

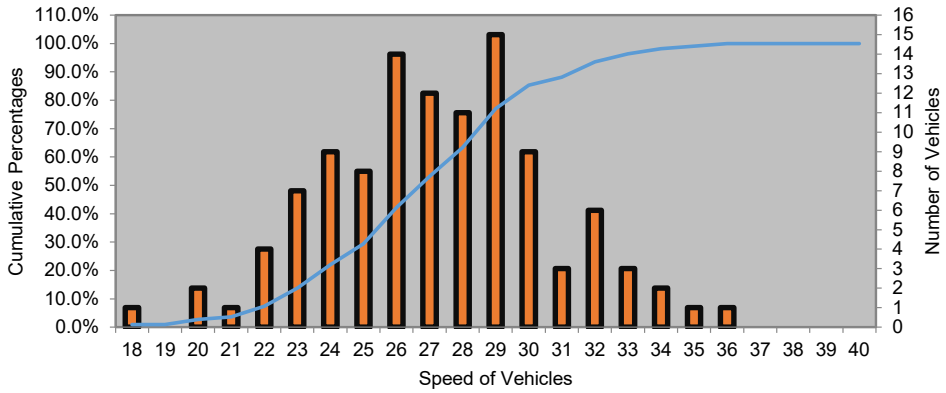
VEHICLE SPEED SURVEY ANALYSIS

Location:	Eastlake Circle between Crater Place and Lakeview Drive (West Side)		
Date:	2/15/2023	Recorder:	ET
Begin Time:	2:45 PM	Direction:	EB/WB/NB/SB
End Time:	4:45 PM	Land use:	Resdiential
Day:	Wednesday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	27
Speed Range (mph)	18	36	85th Percentile (mph)	30
10 Mph Pace (mph)	23	32	Average Speed (mph)	27.23

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collision
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.44 Mi, 40')
Volume (if known)	
Parking Considerations	Parking not permitted in this segment
Other Considerations	Residential Area, Intersections

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 30 MPH
Presence of residential area, intersections
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	0
20	2
21	1
22	4
23	7
24	9
25	8
26	14
27	12
28	11
29	15
30	9
31	3
32	6
33	3
34	2
35	1
36	1
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	109

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Eastlake Circle between Crater Place and Lakeview Drive (East Side)
Date:	8/8/2022
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Resdiential
Type:	Residential Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai	08-10-23	C88752
	Date	State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

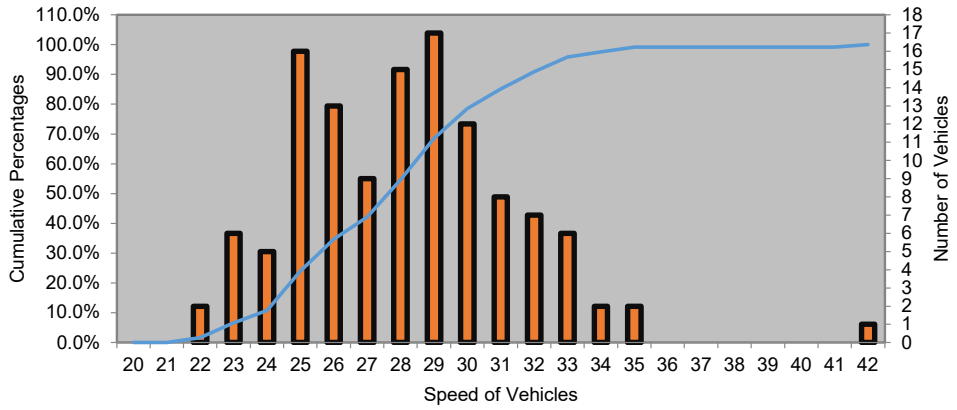
VEHICLE SPEED SURVEY ANALYSIS

Location:	Eastlake Circle between Crater Place and Lakeview Drive (East Side)		
Date:	8/8/2022	Recorder:	ET
Begin Time:	2:00 PM	Direction:	EB/WB/NB/SB
End Time:	3:50 PM	Land use:	Resdiential
Day:	Monday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	121		50th Percentile (mph)	28
Speed Range (mph)	22	42	85th Percentile (mph)	31
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.15

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collision
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.51 Mi, 40')
Volume (if known)	
Parking Considerations	Parking not permitted in this segment
Other Considerations	Residential Area, Intersections

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 31 MPH
Presence of residential area, intersections
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	2
23	6
24	5
25	16
26	13
27	9
28	15
29	17
30	12
31	8
32	7
33	6
34	2
35	2
36	0
37	0
38	0
39	0
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	121

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Glenbrook Drive between Brookview Drive and MacArthur Drive
Date:	3/3/2023
Report Year	2022
Day	Friday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai 08-10-23 C88752

Anju Pillai — Date — State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

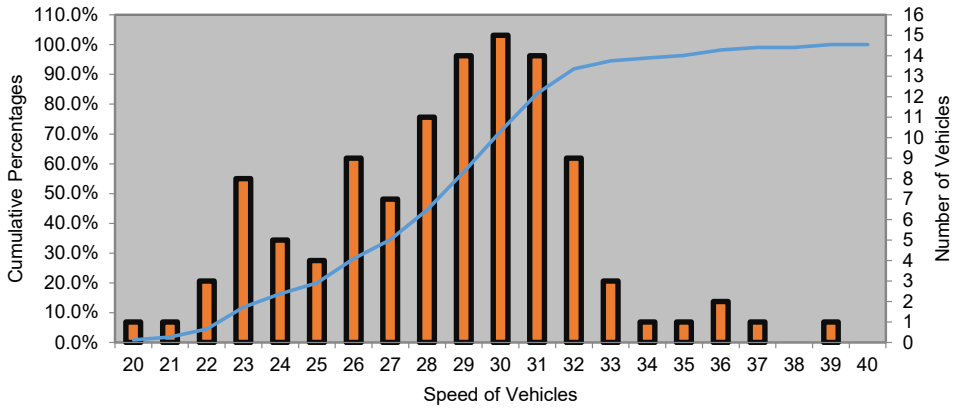
VEHICLE SPEED SURVEY ANALYSIS

Location:	Glenbrook Drive between Brookview Drive and MacArthur Drive		
Date:	3/3/2023	Recorder:	ET
Begin Time:	2:00 PM	Direction:	EB/WB
End Time:	3:15 PM	Land use:	Residential
Day:	Friday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	29
Speed Range (mph)	20	39	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.51

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.35 Mi, 40')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	driveways, Intermediate intersections

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential driveways, intersections
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
20	1
21	1
22	3
23	8
24	5
25	4
26	9
27	7
28	11
29	14
30	15
31	14
32	9
33	3
34	1
35	1
36	2
37	1
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	110

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Grant Line Road Between Tracy Blvd. and MacArthur Drive
Date:	11/29/2022
Report Year	2022
Day	Tuesday
Recorder:	ET
Land use:	Commercial
Type:	Arterial
Posted Limit:	40
Weather:	Sunny and Clear

Recommended speed limit = 40 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai 08-10-23 C88752

Anju Pillai — Date — State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

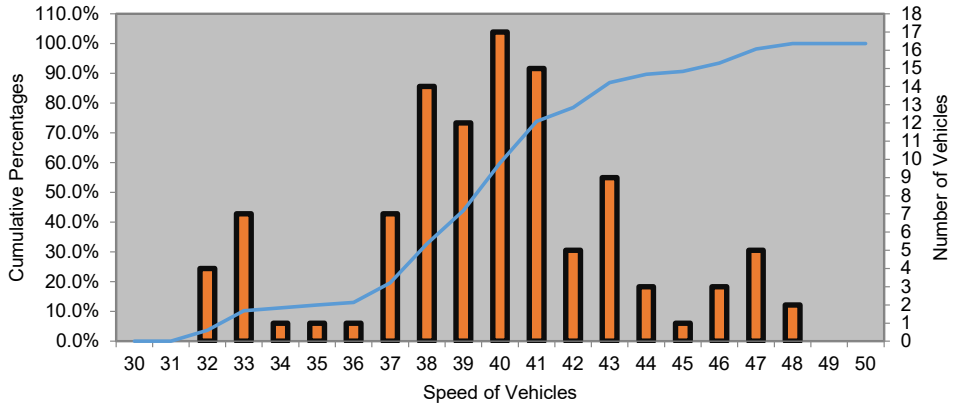
VEHICLE SPEED SURVEY ANALYSIS

Location:	Grant Line Road Between Tracy Blvd. and MacArthur Drive		
Date:	11/29/2022	Recorder:	ET
Begin Time:	1:40 PM	Direction:	EB/WB
End Time:	3:00 PM	Land use:	Commercial
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	40

SUMMARY STATISTICS

Total Observed (vehicles)	107		50th Percentile (mph)	40
Speed Range (mph)	32	48	85th Percentile (mph)	43
10 Mph Pace (mph)	37	46	Average Speed (mph)	39.82

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 66 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Four-lane Arterial (1.11 Mi, 75')
Volume (if known)	
Parking Considerations	No parking permitted in the segment
Other Considerations	Industrial driveways, heavy volume.

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 43 MPH
Presence of industrial driveways, heavy volume,
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 40 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	0
22	0
23	0
24	0
25	0
26	0
27	0
28	0
29	0
30	0
31	0
32	4
33	7
34	1
35	1
36	1
37	7
38	14
39	12
40	17
41	15
42	5
43	9
44	3
45	1
46	3
47	5
48	2
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	107

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Jackson Avenue between Crossroads Drive and Jefferson Parkway
Date:	4/10/2023
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Resdiential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai	08-10-23	C88752
	Date	State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

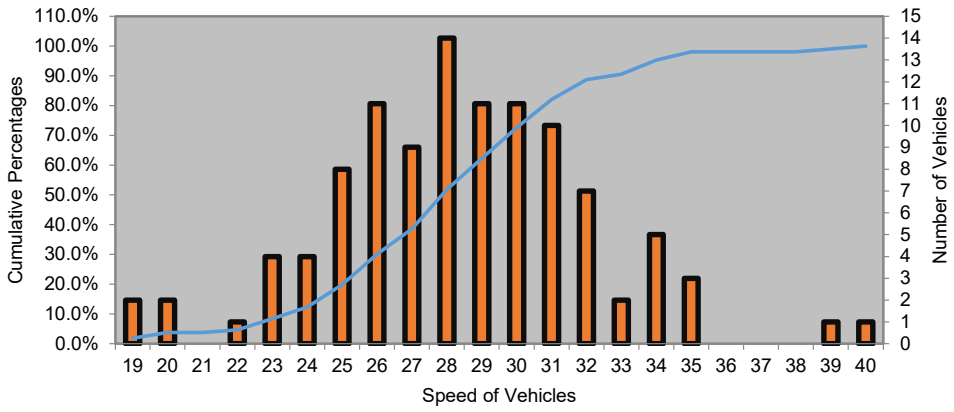
VEHICLE SPEED SURVEY ANALYSIS

Location:	Jackson Avenue between Crossroads Drive and Jefferson Parkway		
Date:	4/10/2023	Recorder:	ET
Begin Time:	1:50 PM	Direction:	EB/WB
End Time:	5:30 PM	Land use:	Resdiential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	28
Speed Range (mph)	19	40	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.42

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.25 Mi, 40')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential dwys, intersections

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential driveways, intersections in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
19	2
20	2
21	0
22	1
23	4
24	4
25	8
26	11
27	9
28	14
29	11
30	11
31	10
32	7
33	2
34	5
35	3
36	0
37	0
38	0
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	106

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Jefferson Parkway between 11th Street and Jackson Avenue
Date:	4/3/2023
Report Year	2022
Day	Monday
Recorder:	ET
Land use:	Resdiential
Type:	Collector
Posted Limit:	30
Weather:	Sunny and Clear

Recommended speed limit = 30 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai	08-10-23	C88752
Anju Pillai	Date	State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

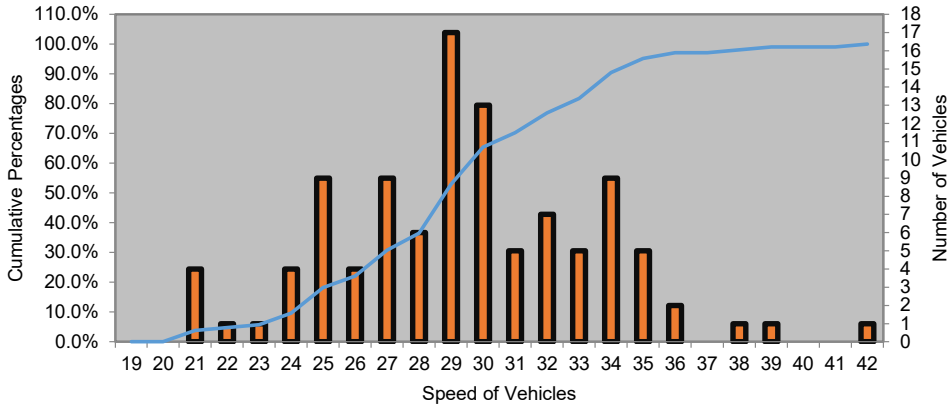
VEHICLE SPEED SURVEY ANALYSIS

Location:	Jefferson Parkway between 11th Street and Jackson Avenue		
Date:	4/3/2023	Recorder:	ET
Begin Time:	10:05 AM	Direction:	SB/NB
End Time:	12:45 PM	Land use:	Resdiential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	30

SUMMARY STATISTICS

Total Observed (vehicles)	104		50th Percentile (mph)	29
Speed Range (mph)	21	42	85th Percentile (mph)	34
10 Mph Pace (mph)	25	34	Average Speed (mph)	29.46

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 4 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.22 Mi, 53')
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Park, nearby neigborhoods

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 34 MPH
Presence of nearby neighrhoods and a park in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 30 MPH

DATA COLLECTED	
Speed	Samples
19	0
20	0
21	4
22	1
23	1
24	4
25	9
26	4
27	9
28	6
29	17
30	13
31	5
32	7
33	5
34	9
35	5
36	2
37	0
38	1
39	1
40	0
41	0
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	104

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Presidio Place between Jackson Avenue and Compton Place
Date:	4/12/2023, 4/14/23
Report Year	2022
Day	Wednesday, Friday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

Anju Pillai	08-10-23	C88752
Anju Pillai	Date	State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

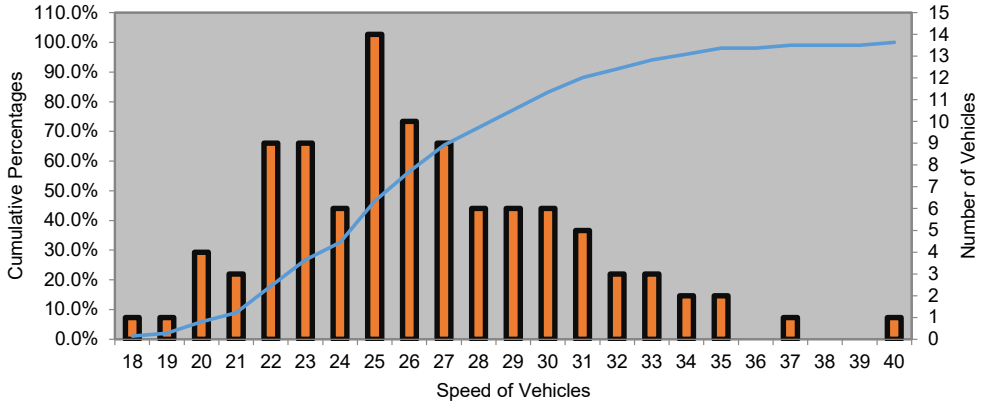
VEHICLE SPEED SURVEY ANALYSIS

Location:	Presidio Place between Jackson Avenue and Compton Place		
Date:	4/12/2023, 4/14/23	Recorder:	ET
Begin Time:	1:50:00 PM, 1:35 PM	Direction:	SB/NB
End Time:	5:20:00 PM, 4:20 PM	Land use:	Residential
Day:	Wednesday, Friday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	26
Speed Range (mph)	18	40	85th Percentile (mph)	31
10 Mph Pace (mph)	22	31	Average Speed (mph)	26.43

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.17 Mi, 40')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential dwys, intersections

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 31 MPH
Presence of residential driveways, intersections in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	1
20	4
21	3
22	9
23	9
24	6
25	14
26	10
27	9
28	6
29	6
30	6
31	5
32	3
33	3
34	2
35	2
36	0
37	1
38	0
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	101

CITY OF TRACY, CALIFORNIA
ENGINEERING AND TRAFFIC SURVEY

VEHICLE SPEED SURVEY REPORT SUMMARY

Location:	Summer Lane between Eleventh Street and Brittany Way
Date:	4/25/2023
Report Year	2022
Day	Tuesday
Recorder:	ET
Land use:	Residential
Type:	Collector
Posted Limit:	25
Weather:	Sunny and Clear

Recommended speed limit = 25 MPH

CERTIFICATION

I, Anju Pillai, do hereby certify that this Engineering and Traffic Survey within the City of Tracy was performed under my supervision and is accurate and complete. I certify that this document is consistent with the current procedures according to the California Vehicle Code 627 and the California Manual on Uniform Traffic Control Devices. I am duly registered in the State of California as a Professional Engineer.

REGISTERED PROFESSIONAL ENGINEER
ANJU PILLAI
No. C88752
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

Anju Pillai 08-10-23 C88752

Anju Pillai — Date — State Registration No.

The foregoing document is certified to be a copy of the original on file in this office.

By: _____ _____

Adrianne Richardson, City Clerk — Date

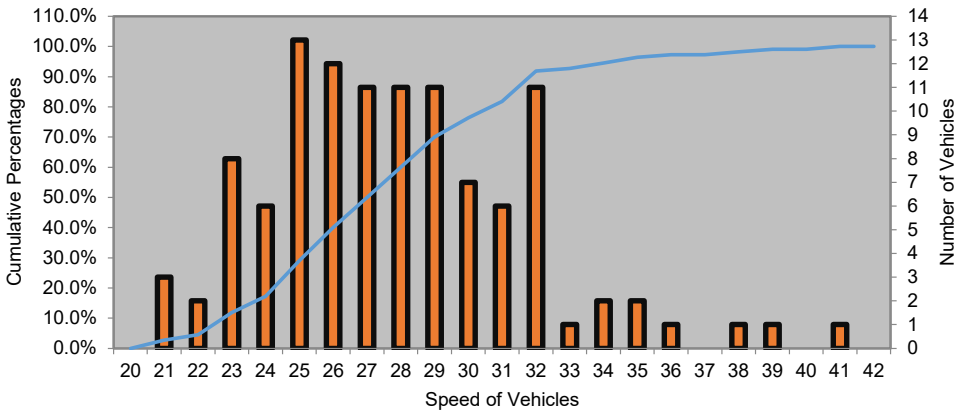
VEHICLE SPEED SURVEY ANALYSIS

Location:	Summer Lane between Eleventh Street and Brittany Way		
Date:	4/25/2023	Recorder:	ET
Begin Time:	9:10 AM	Direction:	EB/WB
End Time:	11:30 AM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	28
Speed Range (mph)	21	41	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	27.90

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 8 Collisions
Date Period	1/1/2020 - 12/31/2022
Street layout	Two Lane Residential Collector (0.45 Mi, 54')
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential dwys, intersections, curves

RECOMMENDATIONS & NOTES

TRACY
Think Inside the Triangle

85th percentile indicates speed of 32 MPH
Presence of residential driveways, intersections, curves
in this segment justifies downgrading speed limit by 5 mph.

Recommended speed limit = 25 MPH

DATA COLLECTED	
Speed	Samples
20	0
21	3
22	2
23	8
24	6
25	13
26	12
27	11
28	11
29	11
30	7
31	6
32	11
33	1
34	2
35	2
36	1
37	0
38	1
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	110

September 19, 2023

Agenda Item 3.D

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint four individuals to serve on the Board of Appeals.

EXECUTIVE SUMMARY

Four positions on the Board of Appeals are currently vacant. A recruitment and five (5) extensions were conducted, and appointments need to be made to fill the four (4) positions.

BACKGROUND AND LEGISLATIVE HISTORY

On February 28, 2023, the term of three members of the Board of Appeals expired and on February 27, 2023 an additional member resigned. To fill the vacancies, the City Clerk's office opened a recruitment on December 13, 2022 and five extensions with the final recruitment having been opened on July 24, 2023. After the final extension, there were a total of five applications received and one withdrew.

ANALYSIS

On February 27, 2023 a member of the Board of Appeals resigned and on February 28, 2023, the term of three members expired. After multiple extensions, there were a total of five applications received and one withdrew.

On August 30, 2023, a Council subcommittee consisting of Council Member Bedolla and Council Member Evans interviewed four applicants for the Board of Appeals. In accordance with Resolution No. 2021-200 (see Attachment A), the Council subcommittee will recommend Harman Ratia to serve from September 20, 2023 and ending September 30, 2026 and Dennis Alegre, James Caling, and James Damasco to serve from September 20, 2023 to September 30, 2027.

FISCAL IMPACT

None

PUBLIC OUTREACH/ INTEREST

Notification of the Board of Appeals recruitment was 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

That City Council, by motion, appoint Harman Ratia to serve from September 20, 2023 and ending September 30, 2026. Dennis Alegre, James Caling, and James Damasco to serve from September 20, 2023 to September 30, 2027 to fill the vacancies on the Board of Appeals.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Resolution 2021-200

ATTACHMENT A

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

MAYOR

ATTEST:

CITY CLERK

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.

September 19, 2023

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint two individuals to serve on the Planning Commission.

EXECUTIVE SUMMARY

Two representatives on the Planning Commission resigned. A recruitment was conducted, and an appointment needs to be made to fill the vacant positions.

BACKGROUND AND LEGISLATIVE HISTORY

On June 6, 2023, a member of the Planning Commission resigned, and an additional member resigned on June 25, 2023. To fill the vacancies, the City Clerk's office opened a recruitment on June 29, 2023 and closed on July 21, 2023. There was a total of four applications received and one verbally requested to be withdrawn.

ANALYSIS

On June 6, 2023, a member of the Planning Commission resigned, and an additional member resigned on June 25, 2023. To fill the vacancies, the City Clerk's office opened a recruitment on June 29, 2023 and closed on July 21, 2023. There was a total of four applications received and one verbally requested to be withdrawn.

On September 30, 2023, a Council subcommittee consisting of the Mayor Pro Tem Davis and Council Member Evans interviewed three applicants for the Planning Commission, in accordance with Resolution No. 2021-200 (see Attachment A). The Council subcommittee will recommend that the following fill the remainder of the two vacated terms: Alice English to serve from September 20, 2023 to March 31, 2026 and Don Penning to serve from September 20, 2023 to March 31, 2024, per Tracy Municipal Code Chapter 10.04.020. Raj Dhillon will be placed on the eligibility list for a period of 12-months.

FISCAL IMPACT

None

PUBLIC OUTREACH/ INTEREST

Notification of the Planning Commission recruitment was 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

That City Council, by motion, appoint to fill the remainder of the two vacated terms: Alice English to serve from September 20, 2023 to March 31, 2026 and Don Penning to serve from September 20, 2023 to March 31, 2024, per Tracy Municipal Code Chapter 10.04. Raj Dhillon will be placed on the eligibility list for a period of 12-months.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Resolution 2021-200

ATTACHMENT A

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

MAYOR

ATTEST:

CITY CLERK

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.

September 19, 2023

Agenda Item 3.F

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint one individual to serve on the Tracy Arts Commission.

EXECUTIVE SUMMARY

A representative on the Tracy Arts Commission resigned. A recruitment and one (1) extension was conducted and an appointment needs to be made to fill the vacant position.

BACKGROUND AND LEGISLATIVE HISTORY

On April 12, 2023, a member of the Tracy Arts Commission resigned. To fill the vacancies, the City Clerk's office opened a recruitment on April 17, 2023 and an extension was opened on June 12, 2023 and closing on July 21, 2023. After the final extension, there were a total of four applications received and one withdrew from the interview process.

ANALYSIS

On April 12, 2023, a member of the Tracy Arts Commission resigned. To fill the vacancies, the City Clerk's office opened a recruitment on April 17, 2023 and an extension was opened on June 12, 2023 and closing on July 21, 2023. After the final extension, there were a total of four applications received and one withdrew from the interview process.

On September 30, 2023, a Council subcommittee consisting of Council Member Arriola and Council Member Bedolla interviewed three applicants for the Tracy Arts Commission. In accordance with Resolution No. 2021-200 (see Attachment A), the Council subcommittee will recommend that Council appoint Debbie Jones to serve on the Tracy Arts Commission starting September 20, 2023 and ending December 31, 2025. Janessa Jimenez and Lindsey Humphrey will be placed on the eligibility list for a period of 12-months.

FISCAL IMPACT

None

PUBLIC OUTREACH/ INTEREST

Notification of the Tracy Arts Commission recruitment was 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

That City Council, by motion, appoint Debbie Jones to serve on the Tracy Arts Commission starting September 20, 2023 and ending December 31, 2025. Janessa Jimenez and Lindsey Humphrey will be placed on the eligibility list for a period of 12-months.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Resolution 2021-200

ATTACHMENT A

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.

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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

MAYOR

ATTEST:

CITY CLERK

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.